EXHIBIT 2(a)

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A.J DV JSKIN & ASSOCIATE,, INC MOBILE HOME PARK APPLICATION AS LEASEHOLDER



(EACH CO APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

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V. Di			gration and Naturalization Se	rvice) or from the State	Department
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Page 2 MOBILE HOME PARK APPLICATION AS LEASEHOLDER

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Additional Monthly Income \$ Source		Phone #
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Applicant has remitted the sum of \$ 35 which is a non re	efundable payment for processing this application. Such	sum is not a rental payment or security deposit
I hereby deposit the sum of \$\int \text{ } \text{ } with Management as a application Management with return the good faith deposit to me in	good faith deposit in connection with this rental application of the control of t	on If for any reason Management disapproves my
I authonze A J. Dwoskin & Associates Inc. or their agents to invest information will be used by A J. Dwoskin & Associates. Inc. and/or the background check prior to their approval or disapproval of my rental	heir agents to evaluate my qualifications and consumer r	
NOTICE BY SIGNING THIS APPLICATION YOU DEC TO VERIFY THIS INFORMATION ANY FALSE STATE IMMEDIATE TERMINATION OF YOUR LEASE		
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<u> </u>		Date 12-7-10 6124101210

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(Each Leaseholder must submit a separate application)	

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Case 1:16-CV-00563-PTG-WRP Decument 466-3 MPLE 100-04/10 GOEST PORCE 17 of 194 (E. caseholder Description 1 a 450 Trate applies) APPLICANT INFORMATION

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ARE YOU LEGALLY ELIGIBL		r muttur otatu	Q. 191aaa	a shaab ans					
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List source of documentation					ID#			_	
If you have an Individual Tax ☐No	ID # please provid	e in the following	врасе	***************************************	***************************************		MARION PARAMETERS		
ADDITIONAL INFORMATION									
☐ I Do Have a Water Bed	Do Not Have	a Water Bed							
☐ I Do Have a Fish Tank NOTE Renter's Insurance is r			sh tank. i	Proof of insur	ance must be	prouded pr	or to move in		
PET INFORMATION (WI	Not Be Bringing A	Pet) (I Will B	e Bringin	g A Pet)					
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TYPE		agamant narma						an after me	
Service animals are not con The Civil Rights Act of 196i based on race, color religion law is the U.S. Department	sidered pets 3, as amended by on, sex, handicap	the Fair Housing	g Amendi or natio	ments Act o	f 1988 proh	ibits discr	imination in t	he renta	
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The undersigned applicant of the above information	If such informat	ion proves to be	false o	r misleadin	g Owner sh	all have th	he right to de	eny this	application Th
undersigned applicant and/ obtain a consumer report	and criminal reco	ord and to obtain	n and v	enify credit	and employ	ment infor	mation for th	e purpo	se of determinin
whether to lease an apartme may obtain additional const									
whether consumer reports such reports. The undersur	or criminal record	ds were requeste	d and th	ne names a	nd addresses	of any co	nsumer repoi		
			/ .		-				

1/37/18 DATE

Revised 01/13/12

APPL

Cope 1:16 av 00562 DTC-WDD - Degument 466-2 - Filed 04/10/24 - Dege 12 of 104
FOR II ERNA Agel O # E (F) & CE U ONLY
►►► THIS PAGE IS NOT FOR DISTRIBUTION 44
Circle Selected Mobile Home Park. Forest Park / Waples / Bull Run / Bel Air
Move-In Date 211012 Lot # 02-1250 Monthly Rent \$ 670
Lease Taken By Oull Access # Special Offered
IMPORTANT INFORMATION / CONTACTS
 ■ Social Security Administration - 1 (800) 772 1213 www.socialsecurity.gov multips://www.uscia.gov www.uscia.gov <a< td=""></a<>
New HUD Regulation Information After 9/11/01 Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents with or without a photo to prove an applicant's right to be in the United States [TIN information]
The Registry presently does not offer a program that is similar to the Social Search to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa and I 94 (I 94W) Form it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter a copy should be made with an initialed notation indicating that the applicant voluntarity presented the documents.
GUIDELINES FOR LEASEHOLDERS and Guarantors Leaseholders who do not have SSNs must also prove their identity and provide documentation as to their validity in the United States
All Leaseholder Applicants who do not have a SSN are subject to the terms on the International Applicants policy (red reference manual tab RegistryScorex*) Consumer Reports must be run for Leaseholder Applicants and Guarantor Applicants who have SSNs and for Leaseholder Applicants who have ITINs Credit reports for those
Leaseholder Applicants who have ITINs are often times short in length If an ITIN is recorded on a Leaseholder application and the pay stubs reflect a different 9-digit number which appears to be a SSN ask your applicant about the discrepancy Record
and attach their reply on the application. If applicable, run a Social Search using the number that appears on the pay stubs to see if the number truly belongs to your applicant. If yes run all consumer reports with the discovered SSN. If the Social Search Information is inconsistent with your applicant's name, see your Property Manager.
Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Leaseholder Applicants without a SSN or without an ITIN a Sexual Offender Registry check (SOR) must be done through www prevent-abuse-now com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable)
and/or other sources Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information
Do not run a MSSO or a SOR check on a Guarantor Applicant. Guarantor Applicants must have a SSN and be a permanent resident in the United States
A. IDENTITY CHECK - Applicant must have one (1) of the following
Valid U.S. Driver's License (DL) Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other Cross-Reference Application with DL or WI . Deficit Identification matches face in front of you (convenience approval) . Date of Birth
Signature on U.S. Driver's or Walker's matches the signature on the application . DL# or Wi# DL or Wi Issue Date
DL or WI Exp Date Full Address Full Address
2. Passport Passport — A passport will usually contain a Visa and an i 94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission
Figsport will usually combine a visa and an i sa ArmanDepartite Record which will explain how long the bearer may remember and the terms of the admission File copy of the complete passport including the passport # and country of origin Photo identification matches face in front of you and make file copy
3. Employment Authorization Card
Employment Authorization Cerd - An Employment Authorization Document (EAD) is issued to Individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time
Photo identification matches face in front of you and make file copy
Signature on the EAD matches the signature on the application
B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT
HAVE A SOCIAL SECURITY NUMBER Pegnanent Resident
Permanent Resident Card (previously called a Resident Alien Card commonly referred to as a Green Card) Certificate of Naturalization
Specialized Permanent Resident Refugee Status Must show original Form I 94 (Arrival/Departure Form) and/or immigration court documents Asylee Status Must show original Form I 94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS
the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) AND I-94 Arrival/Departure Form (entry document) in addition to
1 original document listed below. Please note that an expired Vise is not a problem—an expired I 94 or I 94W Form is
Visitor / Tourist J 1 or J 2 Certificate of Eligibility for Exchange Visitor Status
☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure
Temporary Workers H 1B H 1C H-2A H-2B H-3 H 1 H 2 H-3 or H-4 Academic Student
F 1 or F 2 Certificate of Eligibility for Nonlimmigrant Student Status <u>and</u> Form I 20 (document issued by the school proving admission) Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa) and they are in good standing and have a
2 0 (on a 4 0 system) or better Other: (Must be approved by Corporate Office)
Special Notes In If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school there is
no need for verification If verification was necessary please check, 🔲 initials most visitor tourist and student Visas do not allow the individual to work in the U.S.

COSPTG-WBP Document 466-2 Filed 04/10/24 P APPLICATION DECISION

REG	GISTRY SCOREX SCORE(S) INDIVIDUAL JOINT	
MSS	SO of SOR REVIEW NO MATCH MATCH FOUND	
	APPROVED BY WITH CONDITIONS Date	
	DISAPPROVED BY Date	
Che	ck Reason for Disapproval.	
	Applicant will not answer all questions on application	
	Background Check (Felony and/or MSSO/SOR Match)	
	Information received from consumer reporting agency(ies)	
	Information received from party other than consumer reporting agency(ies)	
	Unvertiable / Unavailable Information	
	Inconsistent Information	
	Discovered Eviction applicant answered "No" to eviction question / Eviction within last 18 months	
	Does not have a legal right to be in the United States (based on immigration & citizenship status)	
	Expired / Unavariable / Universitable Documentation for Verification in United States	
	Expired Government Photo Identification (e.g. U.S. Driver s License)	
	Applicant owes/owed monies (\$1 000 00 or higher) to a prior landlord and/or to a major utility within last 18 months	
	Will not pay monies (\$999 99 or less) to a prior landlord and/or major utility company within last 18 months prior or no proof of payment provided or una verify proof given	ible to
Date	e of Application Withdrawal or Cancellation Your initials Reason	indicates
Con	tact / Acceptance Dates, Times, # Called Initials	nanananan di kanada d
Con	versation Notes/Contents of Message	
	LEASEHOLDER Applicant Name Herbert Savava Lot # 02-1250	

		APPLICANT	INFORMATION			
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NOTE Renter's Insurance is r				must be provided pri	or to move m	
PET INFORMATION (ET I WIL			A Pet)	and the same		
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Service animals are not con	sidered pets				-	
The Civil Rights Act of 1968 based on race color religio	n, eex, handicap famil	lial status or nation	ance net of 19 al origin. The	BB, pronince discri Federal Agency wh	nination in the Ich administer	rental of housing s compliance with thi
law is the U.S. Department	of Bouring and Urban	Development				
The undersigned applicant	and/or co signer repres	sents that all of the	above stateme	nts are true and cor	rect and hereby	y authorizes venficate
of the above information undersigned applicant and/	or co signer hereby con	roves to be false or	maleading C	wner shall have th	e right to deny	this application Ti
obtain a consumer report i	and cruminal record an	id to obtain and ve	rify credit and	employment inform	nation for the	purpose of determini
whether to lease an apartme may obtain additional const	nt to me. The underso	gned applicant or co	signer agrees	and understands the	at Owner and it	s agents and employe
may obtain additional consi	r criminal records yet	requested and the	names and a	ddresses of any cor	sumer reporter	g agency that prond
such reports Th		nderstand	The applica	ation fee is non refu	ngable	
		/	2117			

Revised 01/13/12

EXHIBIT
H. Savavia 3
u/3/14 who
Planet Depos, LLC

PageID# 10491

Page 23 of 194 3/10/2009



APPLICATION FOR RESIDENCY **AS OCCUPANT**

(EACH OCCUPANT MUST SUBMIT A SEPARATE APPLICATION)

		APP	ICANT INFORMATION		
First Name	M.L	Lasi Name	Other Last Names Used	Social Security # /IRS Ta	axpayer ID# Date of Bir
Home #	Work #	,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	Cell #	E-Mail Address	
		64	PREST RESIDENCE		
Present Address					
		Street	Apt. # SEHOLDER(S).NAME	City	State/Zip
		Relationship		Age	
		Relationship		Age	- *************************************
(4000, 400 to 100 (4000 100 (100 (100 (100 (100 (100			PETS		entration of the state of the s
Type of Pet			Age		
Type of Pet		· ·	Age		
		•	ords and a photo of your pet(s)	• • • • • • • • • • • • • • • • • • • •	
			TINENT QUESTIONS		
Have you over Have you over in a conviction	been convicted or been convicted or ()?	No. t an A.J. Dwoskin & A for plead guilty or "no for plead guilty or "no	Immigration and Naturalization Ser associates, Inc. community? contest" to a felony (whethe contest" to a misdemeattor is section, please provide wr	If yes, when?	and what property?
			COYMENT HISTORY	•	
			Work Pl	one # (Including area code	
Full Work Address				ate, Zip	
	PMDR	CENCY CONTACT?	LOSEST RELATIVE NOT I		
		Full Street Address			
			ip to You		~sde>
			APPLICATION FEE	, -	
			yment for processing this application		
authorize A.J. Dwoskin & As	sociates, inc. or their a J. Dwoskin & Associat	gents, to investigate my qua	ulfications and consumer reports, a coevaluate my qualifications and co	nd/or any and all references gi	iven or discovered. I realize this
TO VERIFY THIS INFOR	MATION, ANY FA	ALSE STATEMENT ON	AT ALL YOUR RESPONSES . THIS APPLICATION WILL L O TERMINATION OF THE L	EAD TO REJECTION OF	ETE AND AUTHORIZE OW YOUR OCCUPANCY OR
				**	EQUAL SPORTE



	0 110 0050	o pro vipp	5	. =:	24/40/04	D 04 (404
	Case 1:16-cv-0056)4/10/24	Page 24 of 194
	FOI	NTER	PageID# 10 N A L OFF	1492 ICE USE	ONLY	7
	1K 4007 60		IIS PAGE IS NOT FOR DIS		9 11. 12. 1	
RECE	IPT DATE					
Move	-in Date Bidg/	Apt/TH #	Application Taken By	Leaseho	older's Name:	
Ì		IMPORTA	NT INFORMATIO	I A MARITANTO	:	
**	 Social Security Administrated States Citizenship and Immin 	stration - 1 (800) 772-1213	www.socialsecurity.gov	# Internat Revenue Ser	rvice – 1 (800) 829-1	1040, <u>www.irs.gov</u> vice Center – 1 (800) 375-5283
New h	IUD Regulation Information - After 9/11 It a photo, to prove an applicant's right	/01, Housing and Urban De to be in the United States.	velopment (HUD) new regula	itions indicate that a landlo	rd can ask for and pl	hoto copy any documents, with or
The R prese with a	nformation Registry presently does not offer a prog- int their Passport, Visa, <u>and</u> I-94 (I-94W in initiated notation indicating thet the a ELINES FOR OCCUPANTS	Form, it is not necessary t	to see the ITIN card and/or IF	But since all applicants wh S issuance latter. If some	io do not have a Soc one presents the car	ial Security number (SSN) must id or letter, a copy should be made
- Fr ag - R - R - Si - Si - Si - do	occupants, who do not have SSNs, mus or Occupants who must present their P preement. For <u>Occupants only</u> , it is not the Occupant records an ITIN on their un individual Social Searches and Multi earch on the main menu of <u>www.reside</u> o not run credit reports, registry reports ince a Multi-State Sexual Offender (MS one through <u>www.prevent-abuse-now.co</u> pplicable) and/or other sources. Place:	assport, Visa, and I-94 Fort is problem if the expiration application, follow the criteriu- iu-State Sexual Offender (M: entscreening.net: the MSSC is or Scorex reports for Occu SO) Review cannot be not by state. Use the zip oc by the state. Use the zip oc	n, the I-94 Form must be vail date of the I-94 Form expires a for verification of the ITIN I SSO) Reviews for each Occu 0 check prints automatically v pant Applicants. on Occupant Applicants who dides listed on the application	d at lease commencement during the lease term, sted above under the title." pant Applicant who records ith the Social Search. do not have a SSN or an I' and any other address zip	or when an Occuper 'TIN Information' ide s a SSN or an ITIN of TIN, a Sexual Offend codes that may appe	entified above. In their application Click on "Social der Registry check (SOR) must be ear on the credit report (if
A.	DENTITY CHECK Applic	cant must have one (1) of th	e foltowing:			
	Valid U.S. Driver's License (DL					
	Cross-Reference Application with DL of Signature on U.S. Driver's or Walker's					
	or WI Exp Date					
i.	Passport spect - A passport will usually contain	a Visa and an I-94 AmivaVL	Departure Record which will e	xolain how long the bearer	may remain and the	eterms of the admission.
	File copy of the complete passport in: Photo identification matches face in fr	cluding the passport # and c	ountry of origin			
	Employment Authorization Car					:
		United States for a specific ront of you and make file co	period of time.	viduais who are not parma	nent residents of the	United States, but have been
B.	DOCUMENTATION FOR HAVE A SOCIAL SECUR		THE UNITED STAT	ES IS NEEDED FOI	t THOSE APP	LICANTS WHO DO NOT
P	ermanent Resident					
	Permanent Resident Card (previou Certificate of Naturalization	sly called a Resident Alien (Card, commonly referred to a	s a Green Card)		
Į Į	pedalized Permanent Resident] Refugee Status – Must show origin	ial Form I-94 (Artivatif)ensit	se From and/or Immissation	child forments		
	Asylee Status - Must show original	Form I-94 (Arrival/Departur	e Form) and/or immigration o	ourt documents indicating	there was an approv	ral on a letter from USCIS
11 1 da	the applicant is not a permanent resi original document listed below. Please ate of the 1-94 Form expires during the I	e note that an expired Visa is	s not a problèm-an explired l	94 or I-94W Form is. For s	WDeparture Form (e Occupants only, it is	antry document) in addition to not a problem if the expiration
	isitor / Tourist J-1 or J-2 Certificate of Eligibility for					
<u>T</u> 6	 B-1 for temporary visitor for businesemporary Workers H-1B, H-1C, H-2A, H-2B, H-3, H-1, 		ry visitor for pleasure			
	cademic Student F-1 or F-2 Certificate of Eligibility to		the said them I 20 West man	d taning dilang dia made and impe	da = = = = = = = = = = = = = = = = = = =	
		-66) and letter from foreign :	atus <u>argi</u> +omi 1-20 (documer atudent advisor cartifying the	r are enrolled (as stated on	ing admission) the Visa), and they	are in good standing and have a
	ther;		(Must	be approved by Cor	porate Office)	
Si is	pecial Notes: # If an applicant indica no need for verification. If verification	tes that he/she is a student, was necessary, please chec	follow up by contacting the sok; [], initials # Mo	chool to verify that he/she	is enrolled. If the I-9	4 Form identifies the school, there the individual to work in the U.S.
REG	ISTRY SCOREX SCORE(S): IS	NDIVIDUAL	JOINT MS	SO or SOR REVIEW:	NO MATCH	☐ MATCH FOUND ☐
!	APPROVED BY			ONS:	***************************************	Date
	DISAPPROVED BY		Date	****		
	k Reason for Disapproval:					
	pplicant will not answer all questio Inverifiable / Unavailable / Inconsis					
□ B	ackground Check (Felony and/or N	ASSO/SOR Match)				
	oes not have a legal right to be in il	ae United States (based o	n applicant's citizenship o	r immigration status)		

Applicant Name as OCCUPANT________Bldg/Apartment/Townhouse #____

Expired / Unavailable / Unverifiable Documentation for Verification in the United States

Expired / Unavailable Government Photo Identification (e.g. Driver's License)

Contact / Acceptance Dates, Times, # Called, Initials:

Conversation Notes/Contents of Message Left: _

Date of Application Withdrawal or Cancellation Your Initials Reason

5/5/09



A.J. DWOSKIN & ASSOCIATES, INC. MOBILE HOME PARK APPLICATION **AS LEASEHOLDER**

Document 466-2

PageID# 10494

(EACH CO-APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

		A	PPLICATION	REQUIREMENTS:	***************************************		
		Back-to-Back Pay overnment Issued Pl		on \square	Original Social Securit Original Passport, Visa		
			APPLICANT	INFORMATION			
First Name	M.L	Last Name	Othe	er Last Names Used	Social Security # /IRS	Taxpayer ID#	Date of Birth
Home #	Work # _		Cell#_		E-Mail Address		
			OTHER C	CCUPANTS			
Name	Age	_Relationship		Name	Age_	Relationship	
Name	Age	_Relationship		Name	Age	Relationship	
			P	ETS			
Type of Pet	Breed	Weight at N	faturity	Type of Pet	Breed	Weight	at Maturity
		CONSECUTI	VE RESIDENT	HISTORY (Minim	um 3 Years)		
Present Address					State/Zip	_ Move-In Date	
Manthly Dant Diantage	Street		Apt.#				
	ge (circle one) \$						
1	genient/viorigage Comp				hone #	****	
Previous Address						Move-In Date	
	Street		Apt.#		State/Zip	Move-Out Date	
	ge (circle one) \$						
Landlord Name/Manag	gement/Mortgage Comp			P	hone #		
Previous Address							
	Street		Apt.#		State/Zip	Move-Out Date	
•	ge (circle one) \$						
Landlord Name/Manag	gement/Mortgage Comp				hone #		
				F QUESTIONS			
Do you have a legal	right to be in the Un	ited States?			tes citizen. mentation from the Ur	nitad States Citiza	enchin and
			Immigration	Services (USCIS),	, (formerly the Bureau of Cit	tizenship and Immigra	
Yes/No			U.S. Immigratio No.	er and Naturalization Ser	vice) or from the State	Department.	
Have you e	ever applied or lived	at an A.J. Dwoski	n & Associate	s. Inc. community?	If yes, when?	and what property?	,
Have you e	ever foreclosed on a b	iome or are you c	urrently in the	process of having a	a home foreclosed? If	yes, when?	
					m any leased premise t paid in full?		-cid9
Have you e	ever owed monies to	a major utility cor	npany? If yes,	when? Is the	amount paid in full?	If yes, when was it is	as it paid?
Have you e	ever filed bankruptcy	? If yes, when?	Please pr	ovide written proof o	f the discharge or dismis	sal upon request.	
					er or not resulting in a involving sexual misc		or not resulting
in a convic	tion)?	and the manage of the second of		- La modernouse	AN LINES SPECIAL STREET	and the contraction	or mor resonants
NOTE: If ves was a	inswered for any of i	he auestions with	in this section	i, please provide wi	ritten explanation on	the back of this	mulication

Page 2 MOBILE HOME PARK APPLICATION **AS LEASEHOLDER**

	EMPLO	YMENT HISTORY			
Present Employer	Full Work Address	š	Employed Since		
Position	Human Resources Phone #	Gross Monthly Salary	y \$E-Mail Address		
-	ADDI	TIONAL INCOME			
Additional Monthly Income \$_	Source	Contact:	Phone #		
Additional Monthly Income \$_	Source	Contact:	Phone #		
	MOBILE H	IOME INFORMATION			
Make & Model Name	Serial #	Owne	er's Name		
Is the Mobile Home Paid in Fu	1? Yes No If no, what is or	what will be your monthly i	mortgage? \$		
If Mobile Home is NOT paid it	full, please provide the following information	a below:			
Finance Company		Account # _			
Mailing Address		City, State, 2	Zip		
Telephone #		Contact Perso	on		
	EMERGENCY CONTACT / CLO	SEST RELATIVE NOT	LIVING WITH YOU		
Name	Full Street Address				
City, State, Zip	Relationship to	· You	Phone # (Including area code)		
	APP	LICATION FEE			
Applicant has remitted the sum of	which is a non-refundable paymen	nt for processing this application	on. Such sum is not a rental payment or security deposit.		
I hereby deposit the sum of \$ with Management as a good faith deposit in connection with this rental application. If for any reason Management disapproves my application, Management will refund the good faith deposit to me in full within ten (10) days from disapproval.					
I authorize A.J. Dwoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dwoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.					
	TION. ANY FALSE STATEMENT ON TH		ARE TRUE AND COMPLETE AND AUTHORIZE OWNER LEAD TO REJECTION OF YOUR APPLICATION OR		

Applicant's Signature as LEASEHOLDER ______ Date _____

FOR INTERNAL OFFICE USE ONLY
>>> THIS PAGE IS NOT FOR DISTRIBUTION < < < Circle Selected Mobile Home Park: Forest Park / Waples / Bull Run / Bel Air
Move-In Date Lot # Monthly Rent \$
Lease Taken By Access # Special Offered
IMPORTANT INFORMATION / CONTACTS
Social Security Administration – 1 (800) 772-1213, www.socialsecurity.gov Internal Revenue Service – 1 (800) 829-1040, www.irs.gov
■ United States Citizenship and Immigration Services (USCIS) - 1 (800) 767-1833, www.uscis.gov ■ USCIS National Customer Service Center - 1 (800) 375-5283
New HUD Regulation Information - After 9/11/01, Housing and Urban Development (HUD) new regulations indicate that a landlord can ask for and photo copy any documents, with or without a photo, to prove an applicant's right to be in the United States.
ITIN Information The Registry presently does not offer a program that is similar to the "Social Search" to check ITINs. But since all applicants who do not have a Social Security number (SSN) must present their Passport, Visa, and I-94 (I-94W) Form, it is not necessary to see the ITIN card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made with an initialed notation indicating that the applicant voluntarity presented the documents. GUIDELINES FOR LEASEHOLDERS and Guarantors
- Leaseholders, who do not have SSNs, must also prove their identity and provide documentation as to their validity in the United States All Leaseholder Applicants who do not have a SSN are subject to the terms on the International Applicants' policy (red reference manual, tab "RegistryScorex").
- Consumer Reports must be run for Leaseholder Applicants and Guarantor Applicants who have SSNs, and for Leaseholder Applicants who have ITINs. Credit reports for those Leaseholder Applicants who have ITINs are often times short in length.
 If an ITIN is recorded on a Leaseholder application and the pay stubs reflect a different 9-digit number, which appears to be a SSN, ask your applicant about the discrepancy. Record and attach their reply on the application. If applicable, run a Social Search using the number that appears on the pay stubs to see if the number truty belongs to your applicant. If yes, run all consumer reports with the discovered SSN. If the Social Search information is inconsistent with your applicant's name, see your Property Manager. Since a Multi-State Sexual Offender (MSSO) Review cannot be run on Leaseholder Applicants without a SSN or without an ITIN, a Sexual Offender Registry check (SOR) must be done through www.orevent.abuse.now.com by state. Use the zip codes listed on the application and any other address zip codes that may appear on the credit report (if applicable) and/or other sources. Place screen prints in the file per zip code even if there is no match or you are unable to retrieve any information. Do not run a MSSO or a SOR check on a Guarantor Applicant. Guarantor Applicants must have a SSN and be a permanent resident in the United States.
A. IDENTITY CHECK - Applicant must have one (1) of the following:
1. Valid U.S. Driver's License (DL), Walker's Identification (WI) Issued by the Department of Motor Vehicles (DMV) or Other
☐ Cross-Reference Application with DL or WI ★ ☐ Photo identification matches face in front of you (copy <u>after</u> approval) ★ ☐ Date of Birth ☐ Signature on U.S. Driver's or Walker's matches the signature on the application ★ DL# or WI# ★ DL, or WI Issue Date
OL or WI Exp Date
 Passport Passport will usually contain a Visa and an I-94 Arrival/Departure Record which will explain how long the bearer may remain and the terms of the admission. File copy of the complete passport including the passport # and country of origin Photo identification matches face in front of you and make file copy
3. Employment Authorization Card
Employment Authorization Card - An Employment Authorization Document (EAD) is issued to individuals who are not permanent residents of the United States, but have been granted permission to be employed in the United States for a specific period of time. Photo identification matches face in front of you and make file copy Signature on the EAD matches the signature on the application
B. DOCUMENTATION FOR VERIFICATION IN THE UNITED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT
HAVE A SOCIAL SECURITY NUMBER
Permanent Resident Permanent Resident Card (previously called a Resident Alien Card, commonly referred to as a Green Card) Certificate of Naturalization
Specialized Permanent Resident Refugee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents
Asylee Status - Must show original Form I-94 (Arrival/Departure Form) and/or immigration court documents indicating there was an approval or a letter from USCIS
II the applicant is not a permanent resident, he/she must supply their Passport, Visa (check type below) AND I-94 Arrival/Departure Form (entry document) in addition to 1 original document listed below. Please hote that an expired Visa is not a problem—an expired I-94 or I-94W Form is. Visitor / Tourist
☐ J-1 or J-2 Certificate of Eligibility for Exchange Visitor Status ☐ B-1 for temporary visitor for business OR ☐ B-2 for temporary visitor for pleasure
Temporary Workers ☐ H-18, H-1C, H-2A, H-2B, H-3, H-1, H-2, H-3, or H-4
Academic Student F-1 or F-2 Certificate of Eligibility for Nonimmigrant Student Status <u>and</u> Form I-20 (document issued by the school proving admission) Form DS-2019 (formerly Form IAP-66) and letter from foreign student advisor certifying they are enrolled (as stated on the Visa), and they are in good standing and have a
2.0 (on a 4.0 system) or better. Other: (Must be approved by Corporate Office)
Special Notes: # If an applicant indicates that he/she is a student, follow up by contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is no need for verification. If verification was necessary, please check;, initials # Most visitor, tourist and student Visas do not allow the individual to work in the U.S.

LEASEHOLDER'S APPLICATION DECISION

Document 466-2

PageID# 10497

REGISTRY SCOREX SCORE(S): INDIVIDUAL JOINT					
MSS	O or SOR REVIEW: NO MATCH				
	APPROVED BY WITH CONDITIONS: Date				
	DISAPPROVED BY Date				
Ches	ck Reason for Disapproval:				
	Applicant will not answer all questions on application				
	Background Check (Felony and/or MSSO/SOR Match)				
	Information received from consumer reporting agency(ies)				
	Information received from party other than consumer reporting agency(ies)				
	Univerifiable / Unavailable information				
	Inconsistent Information				
	Discovered Eviction - applicant answered "No" to eviction question / Eviction within last 18 months				
	Does not have a legal right to be in the United States (based on immigration & citizenship status)				
	Expired / Unavailable / Unverifiable Documentation for Verification in United States				
	Expired Government Photo Identification (e.g. U.S. Driver's License)				
	Applicant owes/owed monies (\$1,000.00 or higher) to a prior landlord and/or to a major utility within last 18 months				
	Will not pay monies (\$999.99 or less) to a prior landlord and/or major utility company within last 18 months prior or no proof of payment provided or unable to verify proof given				
Date	of Application Withdrawal or Cancellation Your Initials Reason				
Cont	act / Acceptance Dates, Times, # Called, Initials:				
Conv	ersation Notes/Contents of Message:				
	LEASEHOLDER Applicant Name Lot #				

Document 466-2 PageID# 10498

A.J. DWOSKIN & ASSOCIATES, INC. MOBILE HOME PARK APPLICATION **AS OCCUPANT**

5/5/09

(EACH OCCUPANT MUST SUBMIT A SEPARATE APPLICATION)

APPLICATION REQUIREMENTS:						
Original Valid Government Issued Photo Identification Original Social Security Card OR Original Passport, Visa, and I-94 Form						
			APPLICANT INFORMATION			
First Name	M.I.	Last Name	Other Last Names Used	Social Security # /IRS T	axpayer ITM	Date of Birth
			Cell#			Dac of Diffe
GORIC #				E-Wan Andress		
0						
Present Address				City		State/Zip
			LEASEHOLDER(S) NAME			
Name	Age	Relationship	Name	Age	Relationship	
Name	Age	Relationship	Name	Age	Relationship	
			PERTINENT QUESTIONS			
Do you have a legal rig	ht to be in the Uni	ted States?	Yes, because I am a United Stat			
			Yes, because I have valid document of the Landing Yes, because I have valid documents. Yes, because I have valid documents.			
			U.S. Immigration and Naturalization Ser			
Yes/No			No.			
	* 1		n & Associates, Inc. community?	-		erty?
•			or "no contest" to a felony (wheth			
Have you ever in a conviction	r been convicted on)?	f or plead guilty o	or "no contest" to a misdemeanor	involving sexual misco	nduct (whether	or not resulting
NOTE: If yes was ans	wered for any of t	he questions with	iin this section, please provide w	ritten explanation on ti	he back of this i	application.
			EMPLOYMENT HISTORY			
Present Employer			Full Work Address			
Work #						
EMERGENCY CONTACT / CLOSEST RELATIVE NOT LIVING WITH YOU						
Name		Full Street A	iddress			
City, State, Zip		Rela	tionship to You	Phone # (Including area	a code)	
			APPLICATION FEE			
Applicant has remitted the su	m of \$v	which is a non-refunda	able payment for processing this applicati	on. Such sum is not a rental	payment or securit	y deposit.
l authorize A.J. Dwoskin & Associates, Inc. or their agents, to investigate my qualifications and consumer reports, and/or any and all references given or discovered. I realize this information will be used by A.J. Dwoskin & Associates, Inc. and/or their agents, to evaluate my qualifications and consumer reports which may include but not be limited to a criminal background check prior to their approval or disapproval of my rental application.						
NOTICE: BY SIGNING THIS APPLICATION, YOU DECLARE THAT ALL YOUR RESPONSES ARE TRUE AND COMPLETE AND AUTHORIZE OWNER TO VERIFY THIS INFORMATION. ANY FALSE STATEMENT ON THIS APPLICATION WILL LEAD TO REJECTION OF YOUR OCCUPANCY OR IMMEDIATE OCCUPANCY TERMINATION WHICH MAY LEAD TO TERMINATION OF THE LEASE.						

FOR	INTERNAL OF	FICE USE O	NLY
Circle Selected	>>> THIS PAGE IS NOT FOR Mobile Home Park: Forest Park		/ Bel Air
	Lot#		
	Access #		
	IMPORTANT INFORMAT	JON / CONTACTS	
 Social Security Administration 	n – 1 (800) 772-1213, <u>www.socialsecurity.g</u> c	***************************************	1 (800) 829-1040, <u>www.irs.gov</u>
 United States Citizenship and Immigration 	on Services (USCIS) – 1 (800) 767-1833, <u>www</u>	v.uscis.gov ■ USCIS National Cu	ustomer Service Center – 1 (800) 375-5283
New HUD Regulation Information - After 9/11/01, F without a photo, to prove an applicant's right to be		guiations indicate that a landlord can	ask for and photo copy any documents, with or
ITIN information The Registry presently does not offer a program the present their Passport, Visa, and I-94 (I-94W) Form with an initialed notation indicating that the applications are consistent or the program of th	m, it is not necessary to see the ITIN card and/		
GUIDELINES FOR OCCUPANTS Occupants, who do not have SSNs, must also performed the coupants who must present their Passpor agreement. For Occupants only, it is not a problem of the Occupant records an ITIN on their application. Run individual Social Searches and Multi-State Search" on the main menu of www.residentscree Do not run credit reports, registry reports or Scc. Since a Multi-State Sexual Offender (MSSO) Redone through www.prevent-abuse-now.com by applicable) and/or other sources. Place screen	t, Visa, and I-94 Form, the I-94 Form must be within if the expiration date of the I-94 Form expirition, follow the criteria for verification of the ITI Sexual Offender (MSSO) Reviews for each Ocening net; the MSSO check prints automaticall prex reports for Occupant Applicants, eview cannot be run on Occupant Applicants with the tip codes listed on the applications.	valid at lease commencement or when res during the lease term. N listed above under the title "ITIN Info coupant Applicant who records a SSN in ly with the Social Search. Who do not have a SSN or an ITIN, a Sa fon and any other address zip codes the search was search.	an Occupant is added to a current lease ormation" identified above. or an iTIN on their application. Click on "Social exual Offender Registry check (SOR) must be lat may appear on the credit report (if
A		***************************************	
* IDENTITY CHECK - Applicant or			
■ Valid U.S. Driver's License (DL), W: □ Cross-Reference Application with DL or W!:		= -	(DMV) or Other
Signature on U.S. Driver's or Walker's match			
DL or WI Exp Date	Full Address		
Passport Passport will usually contain a Visa File copy of the complete passport including Photo identification matches face in front of	the passport # and country of origin	rill explain how long the bearer may rea	nain and the terms of the admission.
Employment Authorization Card Employment Authorization Card — An Employme granted permission to be employed in the United	f States for a specific period of time, you and make file copy	individuals who are not permanent res	idents of the United States, but have been
B. DOCUMENTATION FOR VER	IIFICATION IN THE UNITED ST	ATES IS NEEDED FOR THE	OSE APPLICANTS WHO DO NOT
HAVE A SOCIAL SECURITY	NUMBER		
Permanent Resident Permanent Resident Card (previously ca Certificate of Naturalization	lled a Resident Alien Card, commonly referred	to as a Green Card)	
Specialized Permanent Resident			
Asylee Status - Must show original Form	m I-94 (Arrival/Departure Form) and/or immigra I-94 (Arrival/Departure Form) and/or immigrati		as an approval or a letter from USCIS
1 original document listed below. Please note date of the I-94 Form expires during the lease		red I-94 or I-94W Form is. For <u>Occupa</u>	
Visitor / Tourist ☐ J-1 or J-2 Certificate of Eligibility for Exch ☐ B-1 for temporary visitor for business OR	nange Visitor Status B-2 for temporary visitor for pleasure		
Temporary Workers H-1B, H-1C, H-2A, H-2B, H-3, H-1, H-2, I	H-3, or H-4		
Form DS-2019 (formerly Form IAP-66) ar	immigrant Student Status <u>and</u> Form I-20 (docu nd letter from foreign student advisor certifying		
2.0 (on a 4.0 system) or better. Other:	188:	ust be approved by Corporat	e Office\
	• • • • • • • • • • • • • • • • • • • •	• • • • •	lled. If the I-94 Form identifies the school, there
	necessary, please check; 🔲, initials		

OCCUPANT'S APPLICATION DECISION

MSSO or SOR REVIEW: NO MATCH □ MATCH FOUND □							
☐ APPROVED BY	WITH CONDITIONS:	Date					
☐ DISAPPROVED BY	Date						
Check Reason for Disapproval:							
Applicant will not answer all questions on application							
Background Check (Felony and/or MSSO/SOR Match)							
Information received from consumer reporting agency(ies)							
☐ Information received from party other than consumer reporting a	agency(ies)						
Unverifiable / Unavailable Information							
☐ Inconsistent Information							
Does not have a legal right to be in the United States (decision b	Does not have a legal right to be in the United States (decision based on applicant's immigration and/or citizenship status)						
Expired / Unavailable / Univerifiable Documentation for Verifica	ation in United States						
Expired Government Photo Identification (e.g. U.S. Driver's Lic	rense)						
Date of Application Withdrawal or CancellationY	our Initials Reason						
OCCUPANT Applicant Name	Lot #						

8/25/2010



A.J. DWOSKIN & ASSOCIATES, INC. MOBILE HOME PARK APPLICATION

Document 466-2

PageID# 10503

AS LEASEHOLDER (EACH CO-APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

		APPLJ	CATION REC	QUIREMENTS:			
		ack-to-Back Pay Stubs ernment Issued Photo I			Original Social Security Original Passport, Visa,		
		APF	PLICANT INFO	ORMATION			
First Name	M _y I,	Last Name	Other La	ast Names Used	Social Security # /IRS	Taxpayer ID#	Date of Birth
Home#	Work #	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Cell #	***************************************	E-Mail Address		***************************************
			OTHER OCC	UPANIS			
Name	Age F	Relationship		lame	Age	Relationship	
Name	Age F	Relationship	N	lame	Age_	Relationship	
			PETS				
Type of Pet	Breed	Pet Name			Weight at Maturity _	Color_	
Type of Pet	Breed	Pet Name		Age	Weight at Materity _	Coler_	
	N	ote: Copies of curren	t veterinary rec	ords may be requ	ired at move-in.		
		CONSECUTIVE R	ŒSIDENT HE	STORY (Minim	am 3 Vears)		
Prosent Address	Street		·····		State/Zip	Move-In Date	
× 4			Apt.#	City			
	ge (circle one) \$						
l .	gement/Mortgage Compan						en
	10 000 XXXX 0 00 000 00 00 00 00 00 00 00		Heldelijk and dick ar anodrar som dag again	**************************************	KIR III DAY III III III II II II II II II II II II	Move-In Date	
Previous Address	Street		Apt.#	City	State/Zip	Move-Out Date	
Monthly Rent/Mortga	ge (circle one) \$	Were you a Le	easeholder/Own	er (circle one)?			
Landlord Nume/Mana	gement/Mortgage Compan	15		Pt	10ne #	***************************************	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	·	************			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Move-In Date	
Previous Address	A1		Apt.#		State/Zip		***************************************
	Street					Move-Out Date	
	ge (circle one) \$		:aseholder/Uwn				
Landlord Name/Mana	gement/Mortgage Compan	У		Ph	ione #		
		PE	ERTINENT QU	ESTIONS			
Do you have a legal	right to be in the Unite	***************************************			es citizen. nentation from the Uni	Itad States Citizen	resion and
		Im	migration Ser	vices (USCIS),	(formerly the Bureau of Ciri	zenship and Immigration	
Yes/No.		U,S No	-	t Naturalization Serv	vice) or from the State I	Department.	
		***************************************					
	ever applied or lived at ever foreclosed on a hor						
	ever been evicted or are			-			
	ever owed monies to a p		•	•••			id?
	ever owed monies to a r						
	ever filed bankruptcy?						
	ever been convicted of a				•		
Have you din a convid	ever been convicted of a	or plead guilty or "m	o contest" to a	ı misdemeanor i	nvolving sexual misco	anduct (whether o	r not resulting
8 .	nion): answ <i>arad far a</i> nv of the	e ausctiane within tl	bic carrion vil	onco provido we	itton ovalanatian an t	ha hack of this m	antication.

Applicant's Signature as LEASEHOLDER ____

#### Page 2 MOBILE HOME PARK APPLICATION **AS LEASEHOLDER**

	EMPLO	DYMENT HISTORY		
Employer at Time of Move-In	Full Work Address	City/State	Zip Code	Employed Since
Position	Human Resources Phone #	Gross Monthly Salary \$	E-Mail Address	
	ADDI	TIONAL INCOME		
Additional Monthly Income \$_	Source	Contact:	Phone #	
Additional Monthly Income 5_	Source	Contact:	Phone #	
	MOBILE H	IOME INFORMATION		
AGREEMENT, YOU WILL INFORMATION, INCLUDIS coverage with a combined sin	O LIVE AT OUR MOBILE HOME PARK NOT BE PERMITTED TO SIGN YOUR NG PROOF OF INSURANCE. Residents a gle occurrence liability limit of not less that	LEASE OR MOVE IN UNTIL WE are required to obtain an insurance in \$25,000.00.	E ARE PROVIDED WITH policy including liability a	THE FOLLOWING and property damage
	)			,
Is the Mobile Home Paid in Ful	12 ☐ Yes ☐ No If no, what is or t	what will be your monthly mortgage	? \$	
If Mobile Home IS paid in full,	please provide a copy of the Title from the D	epartment of Motor Vehicles (DMV)	).	
If Mobile Home is NOT paid in	full, please provide the following information	π below:		
Finance Company		Account #		
Mailing Address		City, State, Zip		
Telephone #		Contact Person	·····	······································
	EMERGENCY CONTACT / CLO	SEST RELATIVE NOT LIVING	WITH YOU	
Name	Full Street Address			
City, State, Zip	Relationship to	You Phone	# (Including area code)	
	APP	LICATION FEE		
Applicant has remitted the sum of \$	which is a non-refundable paymer	nt for processing this application. Such s	um is not a rental payment or se	curity deposit.
	with Management as a good faith depos d the good faith deposit to me in full within ten (10)		n. If for any reason Managemen	t disapproves my
information will be used by A.J. Dw	tes, Inc. or their agents, to investigate my qualifica loskin & Associates, Inc. and/or their agents, to eva proval or disapproval of my rental application.			
	S APPLICATION, YOU DECLARE THAT A TION. ANY FALSE STATEMENT ON THI FOF YOUR LEASE.			

FOR IN	TERNAL O	FFICE USE ONLY	********
Circle Selected Mobile		FOR DISTRIBUTION   K / Waples / Bull Run / Bel Air	
		Monthly Rent \$	
		Special Offered	
	***************************************		
		IATION / CONTACTS	
		<u>rity gov</u>	13
New HUD Regulation Information - After 9/11/01, Housing as without a photo, to prove an applicant's right to be in the Uni		aw regulations indicate that a landlord can ask for and photo copy any documents, with o	or
IIIN Information The Peopletry researchy does not offer a program that is similar	for to the "Social Search" to check	k ITINs. But since all applicants who do not have a Social Security number (SSN) must	
	t necessary to see the ITIN card a	and/or IRS issuance letter. If someone presents the card or letter, a copy should be made	
GUIDELINES FOR LEASEHOLDERS and Guarantors			
<ul> <li>Leaseholders, who do not have SSNs, must also prove the All Leaseholder Applicants who do not have a SSN are significant.</li> </ul>		ntation as to their validity in the United States.  Itional Applicants' policy (red reference manual, tab "RegistryScorex").	
Consumer Reports must be run for Leaseholder Applicants who have ITINs are often times s		o have SSNs, and for Leaseholder Applicants who have ITINs. Credit reports for those	
If an ITIN is recorded on a Leaseholder application and the and attach their reply on the application. If applicable, our property of the application of the application of the application of the application.	ne pay stubs reflect a different 9-d	digit number, which appears to be a SSN, ask your applicant about the discrepancy. Re- ber that appears on the pay stubs to see if the number truly belongs to your applicant. If	ecord If ves
run all consumer reports with the discovered SSN. If the	Social Search information is incor	onsistent with your applicant's name, see your Property Manager.  cants without a SSN or without an ITIN, a Sexual Offender Registry check (SOR) must be	
	e the zip codes listed on the applic	lication and any other address zip codes that may appear on the credit report (if applicab	
		st have a SSN and be a permanent resident in the United States.	
			***************************************
A IDENTITY CHECK - Applicant must have			
*		the Department of Motor Vehicles (DMV) or Other	
Signature on U.S. Driver's or Walker's matches the signature	gnature on the application 🐞 DL#	front of you (copy <u>after</u> approval) <b>*</b> Date of Birth # or WI# <b>*</b> DL or WI Issue Date	
DL or WI Exp Date # Full Add	ress		
2. Passport Passport — A passport will usually contain a Visa and an I-	-94 Arrival/Departure Record whic	ch will explain how long the bearer may remain and the terms of the admission.	
File copy of the complete passport including the pass Photo identification matches face in front of you and r			
3. Employment Authorization Card	••		
Employment Authorization Card – An Employment Author granted permission to be employed in the United States for		d to individuals who are not permanent residents of the United States, but have been	
Photo identification matches lace in front of you and r	nake file copy		
		and a second the structure of the second	& ×000
HAVE A SOCIAL SECURITY NUMBER		STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NO	e.i.
Permanent Resident			
Permanent Resident Card (previously called a Res Certificate of Naturalization	ident Alien Card, commonly reten	rred to as a Green Card)	
Specialized Permanent Resident  Refugee Status - Must show original Form i-94 (Ar	rival/Departure Epon\ and/or imm	ninextica court documents	
		gration court documents indicating there was an approval or a letter from USCIS	
If the applicant is not a permanent resident, he/she m		check type below) AND I-94 Arrival/Departure Form (entry document) in addition to	
t original document listed below. Please note that an ex Visitor / Tourist		sxpred rad or radio rorm is.	
<ul> <li>J-1 or J-2 Certificate of Eligibility for Exchange Visi</li> <li>B-1 for temporary visitor for business OR ☐ B-2</li> </ul>		9	
Temporary Workers  ☐ H-1B. H-1C, H-2A, H-2B, H-3, H-1, H-2, H-3, or H-	-4		
Academic Student		Nanymont increased by the appearance admirations	
		socument issued by the school proving admission) ying they are enrolled (as stated on the Visa), and they are in good standing and have a	a
2.0 (on a 4.0 system) or better.  Other:		(Must be approved by Corporate Office)	
Special Notes: * If an applicant indicates that he/she	is a student, follow up by contacti	ting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, the	iere is
no need for verification. If verification was necessary, p	rease crieck, L_I, IRBBAIS	Most visitor, tourist and student Visas do not allow the individual to work in the U.S.	

### LEASEHOLDER'S APPLICATION DECISION

REC	REGISTRY SCOREX SCORE(S): INDIVIDUAL JOINT								
MSS	MSSO or SOR REVIEW: NO MATCH ☐ MATCH FOUND ☐								
	APPROVED BY WITH CONDITIONS: Date								
	DISAPPROVED BY Date								
Che	ck Reason for Disapproval;								
	Applicant will not answer all questions on application								
	Background Check (Felony and/or MSSO/SOR Match)								
	Information received from consumer reporting agency(ies)								
	Information received from party other than consumer reporting agency(ies)								
	Unverifiable / Unavailable Information								
	Inconsistent Information								
	Discovered Eviction - applicant answered "No" to eviction question / Eviction within last 18 months								
	Does not have a legal right to be in the United States (based on immigration & citizenship status)								
	Expired / Unavailable / Univerifiable Documentation for Verification in United States								
	Expired Government Photo Identification (e.g., U.S., Driver's License)								
	Applicant owes/owed monies (\$1,000,00 or higher) to a prior landlord and/or to a major utility within last 18 months								
	Will not pay monies (\$999.99 or less) to a prior landlord and/or major utility company within last 18 months prior or no proof of payment provided or unable to verify proof given								
Date	of Application Withdrawal or Cancellation Your initials Reason								
Con	tact / Acceptance Dates, Times, # Called, Initials:								
Con	versation Notes/Contents of Message:								
	LEASEHOLDER Applicant Name Lot #								

Document 466-2 PageID# 10507

8/25/2010



### A.J. DWOSKIN & ASSOCIATES, INC. MOBILE HOME PARK APPLICATION AS OCCUPANT

(EACH OCCUPANT MUST SUBMIT A SEPARATE APPLICATION)

		APPL	ICATION REQUIREMENTS:	;		
☐ Original Valid (	Government Issued I		Original Social Security Ca	ard OR  Original	Passport, Visa, and I-94 Form	
		AF	PLICANT INFORMATION			
First Name	M.I.	Last Name	Other Last Names Used	Social Security # /IRS	Taxpayer ID# Date of B	Jirth
Home #	Work #		Cell #	E-Mail Address		
			CURRENT RESIDENCE			
Present Address		Street		City	State/Zip	-
		***************************************	Apt. # EASEHOLDER(S) NAME	City	State/Zip	
Name	Age	Relationship	Name	Age _	Relationship	
Name	Age	Relationship	Name	Age	Relationship	
			PETS			
Type of Pet	Breed	Pet Name_	Age	Weight at Maturity	Color	
Type of Pet			Age		Color	
		2. 2	nt veterinary records may be requ	uired at move-in.		
			PERTINENT QUESTIONS			
Do you have a legal right	it to be in the Unite		es, because I am a United Stat		en ewen e weeke de europe	
			es, because I have valid docun nmigration Services (USCIS),			or the
		U.S	S. Immigration and Naturalization Ser-			
'Yes/No		No				
			Associates, Inc. community?			
			no contest" to a felony (whethen no contest" to a misdemeanor:	-		ting
in a conviction)	)?					~
NOIE: IJ yes was answ	ered for any of in		this section, please provide wi MPLOYMENT HISTORY	ritten explanation on i	he back of this application.	
Employer at Time of Move-	~fn		Work Pt	hone # (Including area co	de)	
Full Work Address		***************************************	City, Sta	tate, Zip		
	EMER	GENCY CONTACT	/CLOSEST RELATIVE NOT	LIVING WITH YOU		
Name		Full Street Addrs	ess			
City, State, Zip		Relation	ship to You	Phone # (Including are	a code)	
			APPLICATION FEE			
Applicant has remitted the sum	1 of \$w	hich is a non-refundable (	payment for processing this application	on. Such sum is not a renta	I payment or security deposit.	
	<ul> <li>Dwoskin &amp; Associates</li> </ul>	es, Inc. and/or their agents,	qualifications and consumer reports, a s, to evaluate my qualifications and co n.			
TO VERIFY THIS INFORM	MATION, ANY FA	LISE STATEMENT OF	HAT ALL YOUR RESPONSES A ON THIS APPLICATION WILL L O TO TERMINATION OF THE L	LEAD TO REJECTION O		NER

FOR	INTERNAL	OFFICE USE ONLY
	ee the back is	NOT FOR DISTRIBUTION 444
Circle Selecte		Park / Waples / Bull Run / Bel Air
Move-In Date	Lot #	Monthly Rent \$
		Special Offered
		RMATION / CONTACTS
	tion – 1 (800) 772-1213, <u>www.socials</u>	security.gov • Internal Revenue Service 1 (800) 829-1040, www.irs.gov
	, Housing and Urban Development (HL	1833, www.uscis.gov w USCIS National Customer Service Center - 1 (800) 375-5283  UD) new regulations indicate that a landford can ask for and photo copy any documents, with or
ITIN Information The Registry presently does not offer a program present their Passport, Visa, <u>and</u> I-94 (I-94W) F with an initiated notation indicating that the appl	that is similar to the "Social Search" to om, it is not necessary to see the ITIN	o check ITINs. But since all applicants who do not have a Social Security number (SSN) must i card and/or IRS issuance letter. If someone presents the card or letter, a copy should be made ents.
<ul> <li>For Occupants who must present their Passpagreement. For Occupants only, it is not a piece of the Occupant records an ITIN on their apple.</li> </ul>	ort, Visa, and I-94 Form, the I-94 Form to blem if the expiration date of the I-94 ideason, follow the criteria for verification te Sexual Offender (MSSO) Reviews for	n of the ITIN listed above under the title "ITIN Information" identified above. for each Occupant Applicant who records a SSN or an ITIN on their application. Click on "Social
<ul> <li>Do not run credit reports, registry reports or 5</li> <li>Since a Multi-State Sexual Offender (MSSO) done through <a href="https://www.prevent-abuse-now.com">www.prevent-abuse-now.com</a></li> </ul>	corex reports for Occupant Applicants. Review cannot be run on Occupant Apply state. Use the zip codes listed on the	
A. IDENTITY CHECK - Applican	t must have one (1) of the following:	
		ied by the Department of Motor Vehicles (DMV) or Other
		face in front of you (copy <u>after</u> approval) <b>*</b> Date of Birth  DL or WI#
Passpert     Passport — A passport will usually contain a V     File copy of the complete passport includ     Photo identification matches face in front	ing the passport # and country of origin	ord which will explain how long the bearer may remain and the terms of the admission. n
granted permission to be employed in the Uni Photo identification matches face in front Signature on the EAD matches the signa	ted States for a specific period of time, of you and make file copy	s issued to individuals who are not permanent residents of the United States, but have been
		TED STATES IS NEEDED FOR THOSE APPLICANTS WHO DO NOT
HAVE A SOCIAL SECURIT  Permanent Resident	YNUMBER	
	called a Resident Alien Card, commont	ily referred to as a Green Card)
Specialized Permanent Resident  Refugee Status - Must show original F	orm I-94 (Arrival/Departure Form) and/	/or immigration court documents
8.8	·	r immigration court documents indicating there was an approval or a letter from USCIS
1 original document listed below. Please no date of the I-94 Form expires during the lear	te that an expired Visa is not a problem	Visa (check type below) AND 194 Arrival/Departure Form (entry document) in addition to m-an expired 194 or 194W Form is. For Occupants only, it is not a problem if the expiration id at lease commencement.
Visitor / Tourist  ☐ J-1 or J-2 Certificate of Eligibility for E. ☐ B-1 for temporary visitor for business (		lleasure
Temporary Workers  H-1B, H-1C, H-2A, H-2B, H-3, H-1, H-		-
Academic Student F-1 or F-2 Certificate of Eligibility for N	onimmigrant Student Status and Form	i F20 (document issued by the school proving admission) ir certifying they are enrolled (as stated on the Visa), and they are in good standing and have a
Other:		(Must be approved by Corporate Office)
		contacting the school to verify that he/she is enrolled. If the I-94 Form identifies the school, there is Most visitor, tourist and student Visas do not allow the individual to work in the U.S.

### OCCUPANT'S APPLICATION DECISION

MSSO or SOR REVIEW: NO MATCH □ MATCH FOUND □								
	APPROVED BY	WITH CONDIT	ions:	Date				
	DISAPPROVED BY	Date						
Sh	ck Reason for Disapprovat:							
	Applicant will not answer all questions on application							
	Background Check (Felony and/or MSSO/SOR Match)							
	Information received from consumer reporting agency(ies)							
	Information received from party other than consumer reporting agency(ies)							
	Unverifiable / Unavailable Information							
	Inconsistent Information							
	Does not have a legal right to be in the United States (decision base	ed on applicant's i	mmigration and/or citizenship status)					
	Expired / Unavailable / Univerifiable Documentation for Verification	m in United States						
	Expired Government Photo Identification (e.g. U.S. Driver's Licens	se)						
Dat	e of Application Withdrawal or CancellationYour	r Initials	Reason					
	OCCUPANT Applicant Name Lot #							

A.J.DWOSKIN

# Case 1:16-cv-00563-PTG-WBP Document 466-2 Filed 04/10/24 Page 44 of 194 APPLICATION FOR RESIDENCY APPLICATION FOR RESIDENCY

(EACH CO-APPLICANT MUST SUBMIT A SEPARATE APPLICATION)

		<b>XII</b>	LICANT IN	FORMATION			gent en skrivinger. Vitaritiere i 1900 in
First Name	M.I.	Last Name	Other	Last Names Used	Social Secur	ity#/IRS Taxpayer ID	" Date of Birth
		*					+;·····
			OTHER OC	CUPANIS	en e		
Name	Age	Relationship		Name		Age Retation	ship
Name		Relationship		Name	· · · · · · · · · · · · · · · · · · ·	Age Relation	ship
							And the Property of the
		Pet Name					
Type of Pet		Pet Name  of current veterinary re					Color
		CONSECUTIVER					
Present Address						Move-in	
	Street		Арі#	City		ate/Zip	
Monthly Rent/Mortgage \$_ (circle one)	Are y	ou a Leascholder/Owns (circle one)	r?	If you are an	Owner, is the h	ome paid in full?	<del></del> .
Landlord Name/Manageme	ent/Mortgage Compa	ny			hone#		
Previous Address				,		Move-in	Date
13573352 7 1555	Street		Арі, #	City	Su	ale/Zip Move-Out	Date
Monthly Rent/Mortgage \$_ (circle one)	Were	you a Leaseholder/Owr	ner?	Do you still	own the home?	Is it paid	in full?
Landiord Name/Managem	ent/Mortgage Compa	ny		P	hone #	المنافعة الم	<del></del>
							Jate
Prexious Address	Street		Apt.#	City	Sta	atc/Zip Move-Out	Date
Monthly Rent/Mortgage (c	ircle one) \$	Were you a Lo	cascholder/Ov	vner (circle one)? _			
Landlord Name/Manageme					***************************************		04
How did you initially he			RTINENT	DUESTIONS			
Do you have a legal rigi		Ye	s, because i migration S Immigration a	have valid docu ervices (USCIS),	mentation from (formerly the Bu	m the United States ( wear of Citizenship and In the State Department.	migration Services or the
Have you ever Have you ever	foreclosed on a hoben evicted or ar	an A.J. Dwoskin & ome or are you current you currently in the prior landlord? If yes	utly in the pre-	ocess of having a being evicted fro	a home forecti m any leased	osed? If yes, when? _ premises?	
Have you ever	owed monies to a	major utility compan	y? If yes, w	hen?Is the	amount paid it	n full? If yes, wi	ion was it paid?
Have you ever	filed bankruptcy?	if yes, when? or plead guilty or "n	Please prov	ide written proof o varfeloov (wheth	d the discharge	or dismissal upon reque	est. **
Have you ever	been convicted of	or plead guilty or "n	o contest" to	a misdemeanor	involving sex	ual misconduct (who	ther or not resulting
in a conviction		e an estimue entitio il	lela namelan.				
NOTE: If yes was ansi	rerea jor any oj m	E que suons punns u	ns secuon, p IPLOYMEN	THISTORY	ruten explant	nion on the back of t	nts application.
Employer at Time of Move		Full Work Address			ity/State	Zip Code	Employed Since
Position	Human Resour	ces Phone #	Gr	oss Monthly Salar	y. <b>S</b>	E-Mail Address	· · · · · · · · · · · · · · · · · · ·
		GENCY CONTACT!					ann ar seath ann an an an an
City, State, Zip		Full Street Addre					······
		Relations	hip to You	VATON EFE / A	Phone # (la	icluding area code)	***************************************
Applicant has remitted the sur submits with this application to Reservation Fee will be deem verbally accept approval terms acceptance or move-in, which	n of \$w ne sum of \$ed non-refundable upor s before fee is forfeited.	hich is a non-refundable p which shall be held by approval and message n and apartment/www.bouse	ayment for prod Management I offication. The	cessing this application reserve an apartment applicant will have to release of the control of t	on. Such sum is ent/lownhouse w until close of busi	not a rental payment or si hen all required informatio iness the next business da	curity deposit. Applicant n is obtained. The ty (see office hours) to
I authorize A.J. Dwoskin & As Information will be used by A., background check prior to the	sociates, Inc. or their eg J. Dwoskin & Associate ir approval or disapprov	ents, to investigate my ques, inc. and/or their agents, all of my rental application	alifications and to evaluate my	l consumer reports, a qualifications and o	and/or eny and all onsumer reports	references given or disco which may include but not	vered. I realize this be limited to a criminal
NOTICE: BY SIGNING TO VERIFY THIS INFOR IMMEDIATE TERMINAT	MATHER PRINTERING	TOE STATEMENT OF	IAT ALL YO VTHIS APPL	UR RESPONSES JEATION WILL I	ARE TRUE AN LEAD TO REJI	ND COMPLETE AND ECTION OF YOUR AT	AUTHORIZE OWNER PPLICATION OR

Applicant's Signature as LEASEHOLDER



Date



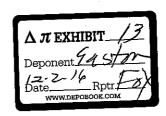
___ Your Initials___

Reason

Date of Application Withdrawal or Cancellation

Contact / Acceptance Dates, Times, # Called, Initials: Conversation Notes/Contents of Message Left:

APPLICANT



8/12/13

#### APPLICATION FOR RESIDENCY - PLEASE COMPLETE EVERY QUESTION n must submit a separate appl FULL NAME (LAST). GENERATION (Jr. Sen. SOCIAL SECURITY OCCUPATION_ _CROSS ANNUAL INCOME (from all sources)_ DRIVER'S LICENSE # HOW DID YOU WIND OUT ABOUT US: COLOR MAYE LICENSE PLATE 4 PURE LASSAL MARKE Note: Please provide occupancy history for marious 36 z STRUCT arre RENT OR OWN? (DACTES(from) ital MONTHLY PAYMENT CONTACT PHONE # PREVIOUS ADDRESS (If at present address less than 36 months): HOME PHONE # CITY... _STATE 21P DATES(from) įtoj. MONTHLY PAYMENT LANDLORD/LENDER (CIRCLE ONE): CONTACT PHONE # STREET .....HOME PHONE #. MONTHLY PAYMENT REST OF OWNER. DATES(Born) LANDLORD/LENDER SCIRCLE OFF. REPLIEVER AT TIME OF MOVE-IN: (Floore provide STATE... ZIP PHONE EMPLOYMENT START DATE SUPERSONNE OR HE COUNTACT PREVIOUS EMPLOYER: OTHER INCOME. TYPE OF INCOME RELATIVES/EMERGENCY CONTACT (NOT RESECTED WITH YOUR RELATIONSIDP... TINAME_ STREET CTTY STATE STREET CCTY ARE YOU LEGALLY ELIGIBLE TO LIVE IN THE UNITED STATES: (F)= The Yest Lane & U.S. Citizen Tree, I have railed documentation from the U.S. Immigration and Numeralization Service (INS) that allows are to be in the continue; Jist (De. List source of documentation . If you have an fadividual Tax ID 8, please provide in the following space. Blave you ever been convicted of or plend guilty or "no contest" to any crime? Yes/No Thave you ever been convicted of or plead guilty or "no contest" to a misdamentar involving sexual misc (whether or not resulting in a subvictions? Yes/No ADDITIONAL INFORMATION: (Check whichever applies) ☐ 1 Do Hese & Weter Red Di Do Not Have a Water Bed 1 Do Have a Fish Tank [] ( Do Not Have a Pish Tank NOTE: Broker's hauseness is required if you have a water bed to fish tank. Proof of insurbney must be provided prior to me PCT INFORMATION: ([] I Will Not Be Dringing A Pet). ([] I Will be Dringing A Peu): TYPE______PEIGFT_____ HEIGHT WEIGHT piets require consent of management, payment of applicable focus/deposits, and execution of Fet Addendum. Service contents are not considered pots. Bernice confined a constitute of the first blooming Amendments Act of 1988, problets discrimination to the rented of housing based on race, color, religion, sex, handloop, familial manus or actional origin. The Federal Agency, which administrate compilance with this law, to the U.S. Deposition of the color in the first of the state of the above alternation and or co-signer represents that all of the above alternation and or the payment. The undersigned applicant and/or co-signer bereby consents to allow AJ Dwoskin ("Owner shall have the right to deny this applicant on the above information." It such information proves to be false or minleading, Owner shall have the right to deny this applicant on contains a consumer report and command record and to obtain and overly credit and employment information for the purpose of determining whether to lease an apartment to me. The undersigned applicant or co-signer based on determining and the above and additional consumer reports and commind record in the interest of the payment information for the purpose of determining whether to lease an apartment to me. The undersigned applicant or co-signer and additional consumer reports and criminal record in the true to update or review my account. Upon my request, Owner will tell me whether consumer reports or criminal records were requested and the names and addresses of any connumer reporting agency that provided such reports. The undersigned applicant and/or co-signer understand that the application for is non-suffundable. TYPE ARRETT. REIGHT

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1/28/2016

#### MOBILE HOMES PARKS

#### APPLICATION FOR RESIDENCY-PLEASE COMPLETE EVERY QUESTION (Each Leaseholder must submit a separate application)

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7/27/2016

#### MOBILE HOMES PARKS

#### APPLICATION FOR RESIDENCY-PLEASE COMPLETE EVERY QUESTION

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#### MOBILE HOME LEASE AGREEMENT

Project:Waples Mobile Home Park

#### LESSOR AND LESSEE

This Agreement made this 20th day of March, 2015, by and between A. J. DWOSKIN & ASSOCIATES, INC., AGENT for :

Waples Mobile Home Park (Owner), hereinafter called Lessor, and Felix Bolanos jointly and severally (if applicable) hereinafter called Lessee.

WITNESSETH:

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, premises in the State of Virginia known as Lot 4227 Stackler,: Waples Mobile Home Park, Fairfax, Virginia ("Lot").

#### **TERM AND RENT**

The term of this lease shall be for the period of 12 months, commencing on the 1st day of April, 2015 fully ending at midnight on the 31st day of March, 2016hereinafter called the "Lease Term"), for the total rent of Eight Thousand Nine Hundred Forty Dollars (\$8940.00), payable in equal monthly installments of Seven Hundred Forty Five Dollars (\$745.00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing, each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows:

- 1. LATE CHARGE. If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due, a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason, Lessee agrees to pay Lessor, in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.
- 2. SECURITY DEPOSIT. The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$670.00 security for the full and faithful performance by the Lessee of each and every term, provision, covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms, provisions, covenants, and conditions of this lease, including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use, apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor, and may be commingled with other funds of the Lessor, with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease, or such other rate required by law; provided, however, that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this lease, the security deposit, or any balance thereof, plus accrued interest, if any, shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition.

- 3. POSSESSION. The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy, nor, except as provided herein, shall such failure excuse the Lessee's obligation hereunder, unless the Lessor's failure to deliver possession is willful, in which event Section 55-248.22 of the 1950 Code of Virginia, as amended, shall govern. Except in the event of delay by the Lessee, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4. RULES AND REGULATIONS. The Lessee shall comply with the rules and regulations governing the Mobile Home Park, a copy of said rules and regulations being attached hereto and made a part hereof, and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park.
- 5. UNLAWFUL USE, DISTURBING NOISES, ETC. The Lessee shall not engage in any unlawful or criminal activity, including but not limited to, drug-related criminal activity, nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so, on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, or use of or possession with the intent to manufacture, sell, distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or conveniences of the other tenants.

6. OCCUPANTS. Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home, Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47); however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.



Upon twenty-four (24) hours written notice, which may be delivered to the mobile home, Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7. LIABILITY OF LESSOR. All personal property, including the mobile home, placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee, and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others.

The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8. UTILITIES. Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum; for each utilities for which Lessee is responsible for payment, Lessee will pay related deposits and any charges, fees, or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor, in its sole and absolute discretion, pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes, including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing, failure to provide, or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9. HOLDING OVER / RENEWAL. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unlaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

Proof of identity, copy of the title or sales agreement and proof of active insurance will be required not only upon move-in date and initial lease signing, but upon renewal. NO renewals will be considered as executed unless these items are provided at signing.

- 10. MILITARY TRANSFERS. If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States, or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice, (b) providing, together with such written notice of termination, a copy of the official orders, (c) paying all rent and miscellaneous charges through the effective date of the termination, and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11. ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug-related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA. Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12. **LIEN FOR RENT AND OTHER SUMS.** The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to, charges for utilities, herein provided to be paid; and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved; and the Lessee shall not remove, or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease; and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 *Code of Virginia*, as amended, and to employ such other remedies as are authorized by law.

- 13. ATTORNEY'S FEE. In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$200.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.
- 14. WAIVING OF ONE BREACH NOT A GENERAL WAIVER. No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.
- 15. SECURITY INTERESTS IN MOBILE HOME. The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable).

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16. MANUFACTURED HOME LOT RENTAL ACT. The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto, are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES, INC. 3201 Jermantown Road, Suite 700 Fairfax, Virginia 22030-2879

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#### MOBILE HOME: LEASE AGREEMEG-WBP

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#### **LESSOR AND LESSEE**

This Agreement made this 18th day of January 2011 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Esteban R. Moya jointly and severally (if applicable) hereinafter called Lessoe

#### WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11259 Mobile Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot")

#### **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2011 fully ending at midnight on the 31st day of January 2012 (hereinafter called the Lease Term.) for the total rent of Seven Thousand Seven hundred and forty Dollars (\$7740.00) payable in equal monthly installments of Six hundred and forty five. Dollars (\$645.00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing, each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee s insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order.
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$645.00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee s household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance. The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants.
- 6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be subject or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248 47) however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.
- 7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence. The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8 UTILITIES Except as otherwise circles of the Cesser shall be to the Lessor's bill therefore all charges for we war and dhagenties used by the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor of the periodic basis as determined by the Lessor The Lessor's determination of amounts due by the Lessor to the Lessor and on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessor. The Lessor may be written notice to the Lessoe require the Lessoe to pay charges for utilities directly to the supplier thereof

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month is rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA. Code Ann Section 55-248.31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55 230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY SIFE. In the event that Lessor engages counsel as a result of Lessee's breach of this Lease. Lessee agrees to pay Lessor's attorney's fees in the amount of \$100,00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

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# LESSOR AND LESSEE

This Agreement made this 9th day of February 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Mario Medina and Herbert D Saravia-Cruz jointly and severally (if applicable) hereinafter called Lessee

# WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11250 Mobile Drive Lot Waples Mobile Home Park Fairfax Virginia (Lot')

# **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2012 fully ending at midnight on the 31st day of January 2013 (hereinafter called the Lease Term.) for the total rent of eight thousand forty Dollars (\$8040 00) payable in equal monthly installments of six hundred seventy Dollars (\$670 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order.
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$670 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security of deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC. The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity, nor permit any member of Lessee s household or any guest or other person under Lessee s control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sale distribute or use a controlled substance. The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants.
- 6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be subject or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47). however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.
- 7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence. The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

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- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month is rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA. Code Ann Section 55-248.31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY S FEE In the event that Lessor engages counsel as a result of Lessee s breach of this Lesse Lessee agrees to pay Lessor's attorney s fees in the amount of \$100 00 or 25% of all rent due and owing at the time judgment is obtained whichever is greater
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER. No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

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# MOBILE HOME LEASE AGREEMENT

# Project Waples Mobile Home Park

# **LESSOR AND LESSEE**

This Agreement made this 24th day of January 2014 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Mario Medina and Herbert Saravia-Cruz jointly and severally (if applicable) hereinafter called Lessee

# WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 02 11250 Mobile Dr. Waples Mobile Home Park Fairfax Virginia (Lot')

# **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2014 fully ending at midnight on the 31st day of January 2015hereinafter called the Lease Term") for the total rent of Eight Thousand Six Hundred and Forty Dollars (\$8640 00) payable in equal monthly installments of Seven Hundred and Twenty Dollars (\$720 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$670 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable atterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. Drug related criminal activity's shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be subject or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy.

Upon twenty four (24) hours written notice which may be delivered to the mobile home. Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others.

The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8 UTILITIES Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum for each utility for which Lessee is responsible for payment Lessee will pay related deposits and any charges fees or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal penod ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted Lessee must use only battery-operated lighting. If any utilities are sub-metered for the Premises. Lessee must pay such billings promptly if the billing company requests Lesser pay Lessee's bills and Lessor in its sole and absolute discretion pays such bills the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease. Term the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government-supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders. (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month size if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fall to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited

to the rights and remedies provided in VA Code Ann Section 55 248 31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot In the event that the Lessor moves the Lesses a mobile home from the Lot pursuant to this paragraph the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home

- 12 LIEN FOR RENT AND OTHER SUMS The Lesser shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55 230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY SIFEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease. Lessee agrees to pay Lessor's attorney's fees in the amount of \$100,00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A J DWOSKIN & ASSOCIATES INC 3201 Jermantown Road Suite 700 Fairfax Virginia 22030 2879

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WITNESS	DATE	PARK MANAGER White E Jimenez Office Assistan	128-14
WITNESS	DATE	LESSEE Lenanti Merio Medina DATE	ie i 4
***************************************		LESSES-(Tenant) Herbert Saravia Cruz	

# PageID# 10550

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# MOBILE HOME LEASE AGREEMENT

Project: Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 27th day of May, 2014, by and between A. J. DWOSKIN & ASSOCIATES, INC., AGENT for : Waples Mobile Home Park (Owner), hereinafter called Lessor, and Jose Reyes jointly and severally (if applicable) hereinafter called Lessee

# WITNESSETH:

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, premises in the State of Virginia known as Lot 02-11219 Mobile Drive, : Waples Mobile Home Park, Fairfax, Virginia ("Lot").

# TERM AND RENT

The term of this lease shall be for the period of 12 months, commencing on the 1St day of June, 2014 fully ending at midnight on the 31st day of May, 2015hereinafter called the "Lease Term"), for the total rent of Eight Thousand Six Hundred and Forty Dollars (\$8640.00), payable in equal monthly installments of Seven Hundred and Twenty Dollars (\$720.00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing, each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows:

- 1. LATE CHARGE. If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due, a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason, Lessee agrees to pay Lessor, in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.
- 2. SECURITY DEPOSIT. The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$439.00 security for the full and faithful performance by the Lessee of each and every term, provision, covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms, provisions, covenants, and conditions of this lease, including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use, apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor, and may be commingled with other funds of the Lessor, with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease, or such other rate required by law; provided, however, that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this lease, the security deposit, or any balance thereof, plus accrued interest, if any, shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition.

- 3. POSSESSION. The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy, nor, except as provided herein, shall such failure excuse the Lessee's obligation hereunder, unless the Lessor's failure to deliver possession is willful, in which event Section 55-248.22 of the 1950 Code of Virginia, as amended, shall govern. Except in the event of delay by the Lessee, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4. RULES AND REGULATIONS. The Lessee shall comply with the rules and regulations governing the Mobile Home Park, a copy of said rules and regulations being attached hereto and made a part hereof, and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park.
- 5. UNLAWFUL USE, DISTURBING NOISES, ETC. The Lessee shall not engage in any unlawful or criminal activity, including but not limited to, drug-related criminal activity, nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so, on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, or use of or possession with the intent to manufacture, sell, distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or conveniences of the other tenants.

6. OCCUPANTS. Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home, Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47); however, any

Upon twenty-four (24) hours written notice, which may be delivered to the mobile home, Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7. **LIABILITY OF LESSOR.** All personal property, including the mobile home, placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee, and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8. UTILITIES. Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum; for each utility for which Lessee is responsible for payment, Lessee will pay related deposits and any charges, fees, or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor, in its sole and absolute discretion, pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes, including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing, failure to provide, or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9. HOLDING OVER. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10. MILITARY TRANSFERS. If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States, or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice, (b) providing, together with such written notice of termination, a copy of the official orders, (c) paying all rent and miscellaneous charges through the effective date of the termination, and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11. ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug-related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited

to the rights and remedies provided in VA. Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12. LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to, charges for utilities, herein provided to be paid; and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved; and the Lessee shall not remove, or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease; and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.

# **UTILITY ADDENDUM**

Document 466-2

PageID# 10552

This Utility Addendum ( "Addendum") shall become part of the Mobile Home Lease Agreement (the "Lease") dated the 1st day of June , 2014 es/

by an (collec	d betw tívely i	een JOS п the singu	e Reyes ("Own lar "Lessee") of 11	er"), by its agent A.J. Di 219 Mobile Drive Fairfa	woskin & Associates, I x, VA 22030 ("Lot").	nc. (collectively "Lessor") and Jose Reyes
			es and Billing Meth			utilities, including those as set forth below:
				y: Charges for this service	s for the Lot will be paid	for by:
			<ul><li>Lessor; or</li></ul>			
			🗷 Lessee, a	nd payment shall be made	directly to: 🗷 Lessor	☐ Third Party Utility Service Provider.
		II.	Methodology: If p	aid by Lessee, charges for	r this utility will based on	one of the following methods
			□ A flat mont	thly rate of \$ per m	onth;	•
			Lessee's a			
				y billing system (RUBS) -		
			1.	Factor based upon the to	culating Lesse's water/s otal number of the occup	ewer bill, each Lot will be assigned an Occupant pants for the Lessee's Lot as follows:
				Number of Occupants	Occupant Factor	
				1	1.0	
				2	1.6	-
				3	1.9	-
				+1	+0.3	
				3	· · · · · · · · · · · · · · · · · · ·	d
			2.	Calculation: Lessee's w methodology:	ater and sewer bill will b	e calculated based upon the following
				<ul> <li>First, all applicable</li> <li>Property Utility Cost</li> </ul>	water and sewer charge t").	s and costs are totaled for the billing period ( "Total
					area deduction in the ar	mount of 5% is applied to the Total Property Utility
						totaled for the billing period ("Total Occupant
				,	t Rill is divided by the To	otal Occupant Factor ("Amount per Occupant")
				<ul> <li>Fifth, the Amount per</li> </ul>	er Occupant is multiplied	I by the Number of Occupants of for Lessee's Lot er and sewer bill for the applicable period.
	b.	Trash.	m. a	<b>a</b>		
		ł.	<ul><li>Lessor; or</li></ul>	y: Charges for this service		l for by:
			■ Lessee, ar	nd payment shall be made	directly to:   Lessor	Third Party Utility Service Provider.
		И.	Methodology: If p	aid by Lessee, charges for	this utility will based up	on Lessee's separate agreement with the Third
	C.	Gas.	Party Utility Service	e Provider.		
	٥.		Reenoneible Part	y: Charges for this service:	s far tha Lat will be noted	Lan h
		1.	Lessor; or			
		îi	Methodology: If n	nd payment shall be made	directly to:    Lessor	☑ Third Party Utility Service Provider.
		11.	Party Utility Service	ald by Lessee, charges for a Provider	this utility will based up	on Lessee's separate agreement with the Third
	d.	Electrici		or royada.		
				: Charges for this services	s for the Lot will be paid	for by:
			Lessee, ar	nd payment shall be made	directly to:   Lessor	Third Party Utility Service Provider.
		Ĥ.	Methodology: If party Utility Service	aid by Lessee, charges for	this utility will based up	on Lessee's separate agreement with the Third
2. <b>A</b>	dditior	al Service	e Charges: Lessee i	s also responsible for payr	nent of the following add	litional service charges:
	a.	Service	Fee [.]	<b>e</b> godensky.	<u>ംഗം</u> /Month	
	ы.			0	<u> </u>	

/One Time Fee

08/17/99

Set-Up Fee:

- Case ATTORNEYOUTES INTIGUENDE Less Decignation of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the land of the
  - 14. WAIVING OF ONE BREACH NOT A GENERAL WAIVER. No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.
  - 15. SECURITY INTERESTS IN MOBILE HOME. The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable).

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16. MANUFACTURED HOME LOT RENTAL ACT. The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto, are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J. DWOSKIN & ASSOCIATES, INC. 3201 Jermantown Road, Suite 700 Fairfax, Virginia 22030-2879

WITNESS:	DATE	ву: / 💃	DATE 5/98/1
WITNESS:	DATE	BY: <u>X</u>	sephine Giambanco
WITNESS:	DATE	LESSEE (Teniánt) JOS BY: LESSEE (Tenant)	se Réyes

to addition: 1465-ea and 55 to 34 to any other any other and the Community or as charged to the Community or as charged to the Community or and or add any additional fees, deposits, assessments or any other utility related charges as authorized under the applicable law.

- Payment. Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum, Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease. Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Lessee fails to pay any or all portion of utility charges on or before the due date, Lessor may, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent.
  - a. Electronic Billing: Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email, the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.
- 4. Third Party Utility Service Providers & Billing Providers: Lessee shall be solely responsible for obtaining services for all utilities for the Lot. Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

5. Placing Utility Account in Name of Lessee. Lessee shall set up an account in the Lessee's name for each utility for which Lessees responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee' move-in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous. Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Lessee must use only battery-operated lighting

WITNESS:		BY:_		DATE_	s/28//y
WITNESS:	_DATE	BY:_	PARK MANAGER, JOSEPHINE GI	amband DATE_	<b>3</b> /38/14
WITNESS:	_DATE	BY:_	ESSEE (Tenant) Jose Reyes	DATE_	



Real Estate Development & Management

# Lease Addendum Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Ice. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be place in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident** or **Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws: for example, expired State inspection and local stickers and tags.

**Permits Issued.** A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

**Types of Vehicle Allowed.** Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick—up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

**Rental Payments.** All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a <u>written complaint</u> with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

**Insurance.** Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, can, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park,

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

# JANUARY, 2014

COMMUNITY POLICIES AND RULES, PAGE 3 of 6

- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home: awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

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After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The fot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

**Modification of Policies.** The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

# ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Polices and Rules and confirms the following:

- 1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency
- 2. I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
- I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

4.	I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any
	way related to any construction now or hereafter occurring on the property.

Date Resident Date Resident Date Resident Date Resident Date

Date

Management Representative Date

Resident

C

# State Farm Fire and Casualty Company

1500 State Farm Blvd. Oharlottesville, VA 22909-0001

ATI G-07- 986F-F66E



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Location:

SFPP No: 1064858507

Loss Settlement Provisions (See Policy) B2 Depreciated Loss Settlement - Coverage B

Forms, Options, and Endorsements

Manufactured Home Policy Amendatory Endorsement Ordinance or Law Coverage Mandatory Reporting Endorsement Manufactured Home Endorsement Fire Department Service Charge

"Effective: JUL 01 2014

RENEWAL CERTIFICATE

POLICY NUMBER Manufactured Home Policy THE POLICY PERIOD BEGINS AND ENDS A 12:01 A.M. STANDARD TIME AT THRESIDENCE PREMISES JUL 01 2014 to JUL 01 2015

BILLED THROUGH SEPP

Coverages and Limits

Section i

A Dwelling \$20,000 **Dwelling Extension** 2,000 Personal Property 15,000 Loss of Use Actual Loss Sustained

Deductibles - Section I

All Losses 500

Section II

Personal Liability \$500,000 Damage to Property of Others 500 M Medical Payments to Others 5,000 (Each Person)

Annuai Premium

\$276,00

Premium Reductions

Stability Discount Included

Description: VOGUE

Serial No: NCFLL1AE404127

FP-7933.2 FE-7299.8 FE-5296

FE-5801

FE-2400

FE-1357

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions

Please help us update the data used to determine your premium. Contact your agent with the year your Manufactured Home's roof was last updated, including roof material.

Thanks for letting as serve you.. 4018 N * AS,J2,88

Agent MICHAEL GARCIA Telephone (703) 931-9500

Moving? See your State Farm agent. See reverse for important information. Prepared MAY 14 2014

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MOBILE HOME LEASE AGREEN - -

Project Waples Mobile H

#### LESSOR AND LESSEE

This Agreement made this 28th day of March 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Felix A Bolanos jointly and severally (if applicable) hereinafter called Lessee

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lesser hereby leases to the Lessee premises in the State of Virginia known as 4227 Stackler Drive Lot Waples Mobile Home Park Fairfax Virginia ( Lot")

# **TERM AND RENT**

The term of this lease shall be for the period of 12 months, commencing on the 1st day of April 2012, fully ending at midnight on the 31st day of March 2013 (hereinafter called the Lease Term") for the total rent of Eight Thousand and Forty Dollars (\$8040 00) payable in equal monthly Installments of Six Hundred Seventy Dollars (\$670 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Leaser by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor, in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check in addition. Lessor may thereafter require. Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order
- SECURITY DEPOSIT The Lessee agrees to deposit with Lesser upon delivery of this lease the sum of \$670 00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor, and may be commingled with other funds of the Lessor with interest being paid to the Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lesse and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessee's failure to deliver possession is willful. In which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee the rent herein slipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park is copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC. The Lessee shall not engage in any unlawful or command activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park | Drug related criminal activity' shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance. The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants
- 6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248 47) however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy
- 7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lesser shall in no event be liable for the loss destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence. The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000



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8 UTILITIES Except as otherwise director be Lessor the Lessee shall pay to the Lessor with the Lessor will the control to the Lessor shall be sever and other utilities used upon the Lot of these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other penodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence the Lessor shall not be liable for any damage injury or loss whatsoever which might anse or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of Intent to terminate/vacate at least sixty (60) days prior to seid termination date. Should the Lessee not give said notice and vacate the Lessee Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term. the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent which Lessor may unitaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month is rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA. Code Ann Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12 LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot is an and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lesse and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease Lessee agrees to pay Lessor's attorney's fees in the amount of \$100,00 or 25% of all rent due and owing at the time judgment is obtained whichever is greater
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER. No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or sattlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

WITNESS ON OF	DATE 128	I'Z BY Salil	A. J. DIJOSKIN & ASSOCIATES INC #302766 Highway Suits 300 Fairlax Virginia 22031 1214
WITNESS COLL	LA DATE 3/28	PROPERTY MANAGE BY LESSEE (Tenant) Fe	ER Sabifia Noorau DATE 5-28-12
WITNESS	DATE	BYBY	DATE
WITNESS	OATE	BY LESSEE (Tenant)	DATE

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MOBILE HOME LEASE AGREER, T

**LESSOR AND LESSEE** 

This Agreement made this 7th day of May 2013 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lesson and Felix A Bolanos jointly and severally (if applicable) hereinafter called Lesson

# WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 4227 Stackler Drive Waples Mobile Home Park Fairfax Virginia (Lot')

### **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of April 2013 fully ending at midnight on the 31st day of March 2014hereinafter called the Lease Term ) for the total rent of Eight Thousand Three Hundred Forty Dollars (\$8340 00) payable in equal monthly installments of Six Hundred Ninety Five Dollars (\$695 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lesse by means of certified check, cashier's check or money order.
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$670,00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease, including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest on year during the term of this Lease of such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully compty with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. Drug related criminal activity' shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture self-distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be subject or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47) however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.

Upon twenty four (24) hours written notice which may be delivered to the mobile home. Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

EXHIBIT

R. Rivas 4

11/1/16 whr

Planet Depos, LLC

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The Lessee agrees to keep the The Lessee also agrees to a occurrence liability limit of not less than \$ nd the mobile Prome tele of any conditions that mix an insurance policy including liability and prope

resent a hazard to others amage coverage with a combined single

8 UTILITIES Except as otherwise directed by the Lessor the Lessee shall pay to the Lessor within ten (10) days after receipt by the Lessee of the Lessor's bill therefor all charges for water sewer and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lesson's willful negligence, the Lesson shall not be liable for any damage, injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one half (1/2) of one months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA. Code Ann Section 55-248.31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee simple home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12 LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY \$ FEE In the event that Lessor engages counsel as a result of Lessee s breach of this Lease Lessoe agrees to pay Lessor's attorney a fees in the amount of \$100 00 or 25% of all rent due and owing at the time judgment is obtained whichever is greater
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No walver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest change of existing security interest or settlement of security interest

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act

A J DWOSKIN & ASSOCIATES INC

WITNESS		3201 Jermantown Road Suite 700  Fairfax Virginia 22030 2879			
	DATE	BY BY	DATE 57B		
WITNESS	DATE	BY PARK MANAGER LESSEE (Tenant) Felix A Bolanos	DATE		
WITNESS	DATE	BY LESSEE (Tenant)	DATE 5-713		
08/17/99		3			

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# MOBILE HOME LEASE AGREEMENT

Project Waples Mobile Home Park

# LESSOR AND LESSEE

This Agreement made this 25th day of March 2014 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Felix Bolanos jointly and severally (if applicable) hereinafter called Lessee

# WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 04-4227 Stackler Waples Mobile Home Park Fairfax Virginia ("Lot")

# **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of April 2014 fully ending at midnight on the 31st day of March 2015hereinafter called the Lease Term") for the total rent of Eight Thousand Six Hundred and Forty Dollars (\$8640 00) payable in equal monthly installments of Seven Hundred and Twenty Dollars (\$720 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's halk for any reason. Lessee agrees and service charges in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lesse by means of cartified check, cashier's check or money order.
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$670,00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease, including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. Drug related criminal activity' shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be subject or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47) however any

Upon twenty four (24) hours written notice which may be delivered to the mobile home. Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7 LIABILITY OF LESSOR. All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8 UTILITIES Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum for each utility for which Lessee is responsible for payment Lessee will pay related deposits and any charges fees or services on such utilities Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted. Lessee must use only battery-operated lighting. If any utilities are sub-metered for the Premises. Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor in its sole and absolute discretion pays such bills the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing, failure to provide or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term. The Lessee shall be deemed to be a tenant from month of month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (In excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government-supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month is rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landford under applicable law including but not limited.

to the rights and remedies provided in VA Code Ann Section 55-248.31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law

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13 ATTORNEY 8 FEE in the that Lessor engages counsel as a result of Lessor reach of this Lesso Lessoe agrees to pay
Lessor's attorney's fees in the nt of \$200 00 of 25% of all rent due and owing time judgment is obtained whichever is
greater

- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13.3. 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

A. J DWOSKIN & ASSOCIATES INC 3201 Jermantown Road Suite 700 Fairfax Virginia 22030 2879

WITNESS	DATE	_ BY	Valence	DATE 3-15.14
WITNESS	DATE	 _ BY	PAR MANAGER Yvette E Jimenez	Office Assistant DATE 8-25/4
WITNESS	DATE	 BY	LESSEE (Tenant) Felix Bolanos	DATE
			I ESSEE (Tanant)	



Real Estate Development & Management

# Lease Addendum Park Policies Rules and Regulations

This Lease Addendum is attached to and made a part of the lease A J Dwoskin & Associates (hereinafter referred to as Manager ) is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park

Residents and all occupants including children adults and guests must comply with all policies regarding use of the

Security Manager and Owner and their respective employees and agents (hereinafter referred to as Affiliates ) do not provide guarantee or warrant security. Each resident has the responsibility to protect him/herself spouse children or guests Manager and Affiliates do not represent the Park is safe from criminal activities by third parties Neighborhood Crime Watch signs if any do not imply safety or security Resident(s) should call 911 if a crime occurs or is suspected

The existence of any perceived security devices such as cameras or other systems are not a guarantee of your personal safety or security and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not ınfallıble

Manager reserves the right to reduce modify or eliminate any security system security devices or service (other than those statutorily required) at any time and without notice and such action shall not be a breach of any obligation or warranty on the part of the Manager

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information

Ice Manager has no duty to remove ice sleet or snow from any areas within the Park Resident is responsible for removing snow and ice on or around his vehicle and mobile homes and understands that snow will likely return around the vehicle following parking lot plowing

Construction Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident occupants and guests. Any blockades need to be observed and are in place for your benefit

Maintenance Emergency maintenance service is provided 24 hours a day by calling the Park Maintenance Hotline phone number Qualified maintenance personnel are on duty to handle most problems that may arise A maintenance emergency consists of

- No Water
- Criminal Activity
- Fire
- Fluod
- Leaking Water



JAYUARY 2014

COMMUNITY POLICIES AND RULES PAGE 1 of 6

- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s)

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Parking of Mobile Homes If additional electrical service is required it must be installed at the homeowner or dealer s expense

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer s expense. The downs are also required and must be place in accordance with the manufacturer's standards and with State and/or County codes

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government The homeowner may not reside in the mobile home until all installation requirements are met Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file

Lots will be used only for the parking of a mobile home approved by the Management

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park Skirting, lattice or decorative blocks approved by Management, prior to installation must also be installed around the base of any outside deck and/or steps

One set of manufactured steps are required at the front and the back door of each mobile home

Parking of Vehicles Parking shall be permitted only in those areas or spaces designated by the Management Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park

Any unauthorized or improperly parked vehicles inoperable unlicensed without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk

All vehicles must have a Resident or Guest/Visitor parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit or if the permit is displayed improperly it will be towed at the vehicle owner's risk and expense

If a Resident purchases a new vehicle the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle

If a sticker is lost or not returned to the Leasing Office upon Move Out, a \$100 fee per sticker will be charged

All vehicles must have current State Tags. County Stickers and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws for example expired State inspection and local stickers and tags

Permits Issued A copy of a valid driver's license and a vehicle registration under the leaseholder's name is required for each permit issued. Upon move out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred

Types of Vehicle Allowed Recreational vehicles commercial vehicles travel trailers boats over 16 foot, buses panel vans wreckers dump trucks state body or flat bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations

Rental Payments All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month

In the event a check is returned for insufficient funds a bad check service charge of \$50.00 will be assessed against the Lessee Returned checks must be covered by cashier's check money order or certified check. After one returned check residents must pay by either cashier's check, money order or certified check. After six (6) months we will consider reinstatement of personal check privileges. We do not re deposit returned checks. We will not be responsible for postdated checks

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Disturbance and Noises Loud noises and other disturbing acts, in or around the mobile home mobile home lot or common areas that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times Resident(s) should call the Park Office during business hours when a disturbance from other resident(s) or their guest(s) is occurring Resident(s) will be asked to file a written complaint with Management

Supervision of Children All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations Children must play in their own lots or the playground (Park specific) An adult must supervise children at all times Bicycle riding scooter riding roller blading or skateboarding is not permitted on the Park's streets Lottering or playing on the Park's streets is prohibited

Insurance Resident(s) agree not to use the Park or their home in any manner that will increase the risks of or rate of insurance or cause cancellation of any insurance policy covering the Park Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000 00

Lot Maintenance / Usage Mobile home lot must be kept neat and clean. Outside storage of boxes bottles can tools appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot Mobile home lot must be moved on a regular basis. Neglected yards will be moved and/or cleaned at the resident s expense 10 days after written notice has been served

Vehicle parking areas are considered a part of your lot and must be kept clean

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home

Major vehicle repair or oil changes are not permitted in the Park

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident

Lot Inspection / Maintenance All mobile home lots remain under the direct control of Management Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters inspecting, maintaining or making repairs alterations or additions to any portion of the lot

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size style design exterior number address maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement If a home or lot does not conform the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines legal action and possible eviction

Management reserves the right to access and enter the mobile homes of its residents upon a twenty four (24) hours written notice for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of the Lease Agreement (See Lease Agreement Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year

Soliciting Solicitors canvassers vendors and peddlers etc are not permitted in the Park

Pets Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do no clean up after their pet(s). Pet privilege will be immediately revoked for non compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet

No Rottweilers Pit Bulls Malamutes St Bernards Great Danes Akitas American Bulldog Staffordshire Terriers Canary Dogs Doberman Pinschers Chow Chows (including mix with restricted breeds) or exotic animals (Tarantulas Piranhas, Reptiles - snakes iguanas Ferrets Skunks Raccoons Squirrels Rabbits Birds - parrots cockatiels macaws) will be permitted

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic 10 MPH and/or 15 MPH speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park Resident(s) will be held responsible for strict observance of the posted limits not only for themselves but also for their family members and guests

Fireworks Fireworks are strictly prohibited in the Mobile Home Park

General use of the Lot Lots will be used only for the parking of a mobile home approved by the Management

No improvements to your mobile home or lot, including and not limited to the decks awnings carports storage sheds and fencing will be allowed without prior written permission from the Management. Storage sheds awnings and skirting must be of a manufactured rust resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation

The only type of clothesline that will be permitted is the umbrella type to be placed at the rear of the mobile home lot

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth

Mail Services Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service

The Park Office will not accept any UPS Federal Express or special deliveries

Zero Tolerance Any arrestable offense will not be tolerated Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated Inappropriate behavior including but not limited to fighting, playing on fencing graffiti destruction of property or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager any activity of a suspicious nature on the part of the resident or any of the employees guests or family members of the resident in the leased premises or any areas adjoining the premises shall be cause for immediate termination of the lease

Zero tolerance offenses constitute a non remediable act. We may terminate the Lease Contract immediately by written notice to you

Sale of Mobile Home Resident(s) may sell their mobile home to whomever they choose If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions

- The seller(s) must be current in rent and water payments
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park

After permission is granted the following policies apply

 The owner(s) may sell their own mobile home or employ a dealer broker or agent they choose to sell their mobile home
 Park employees will not assist resident(s) in selling mobile homes

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- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term

Management will supervise the moving of your mobile home in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services trees shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean—If the lot is not left in good condition—charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s)

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot

Liability The Management is not responsible for fire theft or damage to any mobile home vehicle or other personal property belonging to resident(s) or occupant(s) living therein nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park

Waiver A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies

Interpretation of Policies The Manager's interpretation of these rules and regulations and the Manager's decision based on them shall be final and conclusive. All policies will be strictly enforced

Modification of Policies The Manager may from time to time amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices

# ACKNOWLEDGEMENT CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Polices and Rules and confirms the following

- The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations or warranties either expressed or implied regarding safety security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided promised or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
- I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from hability for damage costs loss of personal property or injury to persons as a result of or arising out of or incidental to the installation operation non operation repair or replacement of security devices whether or not caused by the negligent act or omission of the Manager or Owner of this property
- 3 I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

I agree to assume full and complete responsibility for all risks and hazards attributable to connected with or in any way related to any construction now or hereafter occurring on the property

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

#### Case 1:16-cv-00563-PTG-WBP

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#### MOBILE HOME LEASE AGREEME T

**LESSOR AND LESSEE** 

This Agreement made this 1st day of February 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Esteban R Moya jointly and severally (if applicable) hereinafter called

WITNESSETH That in consideration of the representation made in the application filed by the Lessee with the Lesser, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as

Waples Mobile Home Park Fairfax Virginia (Lot)

## TERM AND RENT

11259 Mobile Drive Lot

Lessee

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2012 fully ending at midnight on the 31st day of January 2013 (hereinafter called the Lease Term ) for the total rent of Eight thousand and forty Dollars (\$8040 00) payable in equal monthly installments of six hundred seventy Dollars (\$670 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee s failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor. In addition to the amount of the check due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition. Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashler's check or money order
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$645,00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with Interest being paid to the Lessoe. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and falthfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest. If any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lesse's obligation hereunder unless the Lessor's fallure to deliver possession is willful. In which event Section 55-248.22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity. Including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance. The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants
- 6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be subjet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy
- 7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the solerrisk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence. The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000 41



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B UTILITIES Except as otherwise directed by the Lessor the Lessor shall be conclusive and binding on the Lessor to the Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage. Injury or loss whatsoever which might anso or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his missuse.

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unitaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if such effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month is rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fall to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA. Code Ann Section 55 248 31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee is mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12 LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property. Including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums. Including but not limited to charges for utilities herein provided to be paid, and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease Lessee agrees to pay Lessor's attorney's fees in the amount of \$100 00 or 25% of all rent due and owing at the time judgment is obtained whichever is greater
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13.3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act

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#### **MOBILE HOME LEASE AGREEMENT**

#### Project Waples Mobile Home Park

#### LESSOR AND LESSEE

This Agreement made this 16th day of January 2013 by and between A J DWOSKIN & ASSOCIATES INC. AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Esteban Moya jointly and severally (if applicable) hereinafter called Lessee WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 02 11259 Mobile Dr Waples Mobile Home Park Manassas Virginia (Lot )

#### **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2014 fully ending at midnight on the 31st day of January 2015hereinafter called the Lease Term ) for the total rent of Eight Thousand Six Hundred and Forty Dollars (\$8640 00) payable in equal monthly installments of Seven Hundred and Twenty Dollars (\$720 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50,00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$645.00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be subjet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot) Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy

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Upon twenty four (24) hours wr lotice which may be be the way of the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8 UTILITIES Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum for each utility for which Lessee is responsible for payment. Lessee will pay related deposits and any charges fees or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted. Lessee must use only battery operated lighting. If any utilities are sub-metered for the Premises. Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor in its sole and absolute discretion pays such bills the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited.

to the rights and remedies provided in VA. Code Ann. Section 55.248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event, that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.

- 12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55 230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY SIFEE. In the event that Lessor engages counsel as a result of Lessee's breach of this Lease. Lessee agrees to pay Lessor's attorney's fees in the amount of \$100,00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.

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- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act

A J DWOSKIN & ASSOCIATES INC 3201 Jermantown Road Suite 700 Fairfax Virginia 22030 2879

WITNESS	DATE	ВУ	Grette		DATE 1-16-14
WITNESS	DATE	ВҮ	2 Pull My	Yvette E Jimenez (	Office Assistant DATEL 01-16-14
WITNESS	DATE	ву	LESSEE (Toppet)	Esteban Moya	_DATE
			LESSEE (Tenant)		

## Case 1:16-cv-00563-PTCWBP

## MOBILE HOME LEASE AGREEME

LESSOR AND LESSEE

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Project Waples Mobile Home



This Agreement made this 1st day of May 2013 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Jose Reyes jointly and severally (if applicable) hereinafter called Lessoe WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Lot 11219 Mobile Drive, Waples Mobile Home Park, Fairfax, Virginia ("Lot")

#### **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of June , 2013 fully ending at midnight on the 31st day of May , 2014hereinafter called the Lease Term ) for the total rent of Five Thousdand Two HundredSixthy Eighty Dollars (\$5268 00), payable in equal monthly installments of Four Hundred Thirthy Nine Dollars (\$439 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order.
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$439,00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease, including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest object of the payment thereof the Lessor that the Lesser Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55 248 22 of the 1950 Code of Virginia as amended shall govern Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE, DISTURBING NOISES, ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park Drug related criminal activity shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants

6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47) however any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy.

Upon twenty four (24) hours written notice which may be delivered to the mobile home. Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others 08/17/99

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The Lessee also agrees to obtail insurance policy including liability and property occurrence liability limit of not less than \$25 C

ige coverage with a combined single

8 UTILITIES Except as otherwise directed by the Lessor the Lessee shall pay to the Lessor within ten (10) days after receipt by the Lessee of the Lessor's bill therefor all charges for water sewer and other utilities used upon the Lot. Charges for these utilities shall be deemed to be additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor. The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee. The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one half (1/2) of one month is rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA. Code Ann Section 55-248.31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY'S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease. Lessee agrees to pay Lessor's attorney's fees in the amount of \$100 00 or 25% of all rent due and owing at the time judgment is obtained whichever is greater.
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest change of existing security interest or settlement of security interest

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act

A J DWOSKIN & ASSOCIATES, INC

WITNESS			3201 Jermantown Road, Sulte 700 Fairfax, Virginia 22030 2879		
	DATE	ву	DATE 5/31/13		
WITNESS	DATE	BY PARKMANAGES	penbine Glambanco DATE_5 31/13		
WITNESS	DATE	BY LESSEE (Tenant) Jos	DATE		

# A.J. Dwoskin & Associates

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## Mobile Home Park Rules and Regulations

## A Manufactured Homes-Quality Standards

- The location and installation of all manufactured homes must comply with all applicable governmental laws, codes and regulations
- If 100-200 AMP electrical service is required, it must be installed at the homeowners' or dealer's expense
- No manufactured home may be moved into the COMMUNITY, or be transferred to a new RESIDENT within the COMMUNITY, unless the size, condition, appearance and design thereof have been approved in writing by MANAGEMENT in accordance with the quality standards set forth in these Rules and Regulations MANAMAGMENT may reject any manufactured home if the same does not meet the reasonable requirements of MANAGEMENT as to its size, quality, appearance, material specifications, construction and safety conditions, design, location and competently with the COMMUNITY and other manufactured homes therein Similarly, no unfinished, unsafe or highly combustible materials may be used for any repair or patch work on the exterior of the manufactured homes or other home site improvements RESIDENT is responsible for any damage to other manufactured homes or the COMMUNITY caused by RESIDENT or the mover Wheels and axles must be removed from the manufactured home and the home site within thirty (30) days of set up Hitches must be removed from the manufactured home and stored beneath the home within thirty (30) days of set up
- All manufactured homes must continue to meet all applicable laws, codes and regulations as such may be amended from time to time. Under state law, RESIDENT's tenancy may be terminated for failure of RESIDENT to comply with local ordinance and state laws and regulations relating to manufactured homes, or with these Rules and Regulations.
- No unauthorized structures (including decks) may be built on any home site or erected on any home site Permission to build or erect any structure must be obtained in wiring from MANANGMENT in advance In addition, any such structure requiring a building permit may not be built or erected without a building permit first being obtained from Fairfax County or Prince William County

## TDRV RESIDENT's initials)

- All permits and approval required for the installations or removal of a manufactured home must be obtained by RESIDENT in advance of such installation or removal
- No materials or items of any nature may be used to secure the roof of a manufactured home without the prior written approval of MANAGEMENT, and the same must be installed in compliance with all applicable laws, codes and regulations "Tie-down" satisfactory to MANAGEMENT must be installed within thirty (30) days of set up
- All manufactured homes in the COMMUNITY, and all incoming homes must be shingle roofed and wood or vinyl lap sided to the ground, and must have shutters for all windows Upon lease reveal or upon the sale or transfer of any manufactured home located in the

COMMUNITY, exc ng transfer to a co-owner pursuant to h or divorce or to a new coowner pursuant to marriage, or upon any change of RESIDENT (s) residing in a manufactured home (which change must be approve by MANAGEMENT pursuant to paragraph J and Q below), MANAGEMENT may require that any such manufactured home not in compliance with the specification contained in the first sentence of the paragraph (1) be removed from the COMMUNITY, based upon the size, condition, appearance, location or design of the manufactured home or the capacity of the home site to accommodate a larger manufactured home, or (11) be brought into compliance with said specification to the extent feasible under the Virginia Uniform Statewide building code as a condition to the manufactured home being permitted to remain the COMMUNITY upon such sale or transfer, even if the proposed buyer or transferee otherwise complies with MANANGMENT's residency application requirement FOR RESIDENTS PROTECTION, MANAGMENTS DETERMINATION UNDER THE PROVISIONS OF THIS RULE SHOULD BE OBTAINED BEFORE THE SALE OR TRASNFER OF RESIDENTS MANUFACTURED HOME OR ANY PROPOSED CHANGE OF RESIDENTS shall notify MANAMGMENT in writing of his/her intent to sell or transfer his/her/their manufactured home at the time the manufactured home is placed on the market in order for MANAGEMENT to inspect the home to insure compliance with said specifications No manufactured home will be permitted to remain on the home site that does not comply with said specification

- RESDIENT shall maintain the manufactured home in good condition and repair at all times. The exterior of the manufactured home shall be kept clean, neat and properly painted at all times. Any change to the exterior color of the manufactured home or appurtenant structure, including, but not limited to, additions, utility buildings, porches, steps and skirting must be approved in writing in advance by the MANAMGMENT MANANGMENT.
  - (RESIDENT's initial)
- May, in its discretion, require reasonable repair, maintenance and improvement of the manufactured home
- If the manufactured home is substantially damaged by fire, windstorm or other cause, any repairs of the mobile home are to be done at RESIDENT's expense S such repairs shall be commenced immediately after the damage has occurred All loose debris shall be removed immediately. All damage must be repaired within fifteen (15) days after the date of damage. If the damage can not be repaired within the fifteen (15) days, MANAGEMENT may require that the manufactured home be removed from the COMMUNITY for repair.

#### B STORAGE SHEDS

- RESIDENT, at RESIDENT's expense, shall construct and maintain in good condition and repair a storage shed on RESIDENT's home site with siding and roof shingling matching that of the manufactured home as described in Paragraph A (7) The location and size of each such storage shed must be approved in writing by MANAGEMENT in advance of the construction, delivery or installation of the storage shed Installation of storage sheds must not violate applicable home/structure setbacks rules In addition to the foregoing restrictions, shed size may not exceed ten (10) feet long by ten (10) feet wide by seven (7) feet high
- There may be only one (1) shed to a home site, constructed of materials approved in writing by MANAGEMENT in advance MANAGEMENT may give written approval in certain cases, in its discretion, for an additional shed
- 3 There may be no sleeping facilities within the storage shed
- 4 All storage sheds must be properly anchored
- Any damage caused by storage sheds or their construction or removal shall be the sole responsibility of RESIDENT

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#### C LANDSCAPING

All home sites in the COMMUNITY must be landscaped to a standard consistent with an average landscaped home site in the COMMUNITY MANAGEMENT will make available for review at the COMMUNITY office photos of examples of such home sites to provide guidance to RESIDENT regarding the nature of the landscaping standards MANAGEMENT realizes that such a standard is, necessarily to some extent subjective, so MANAMGNET, in its discretion, shall enjoy the ultimate right to determine the sufficiency of landscaping, subject to the requirement that MANAGEMENT's decision shall not be plainly unreasonable

#### D FENCE

Privacy fences are allowed within the COMMUNITY with the prior written approval of MANAGEMENT Fence must be constructed of white, vinyl (PVC) and the style of such fence must be approved in advance by MANAGEMENT Any fence installed without MANAMGNET'S prior written approval of MANAGEMENT shall be removed at the sole expense of RESIDENT

#### E MAINTENANCE OF HOME SITE

- RESIDENT must maintain the home site and all sheds, carports and improvements thereon at RESIDENT's sole expense in a clean, neat and attractive condition, as determined by MANAGEMENT at it's discretion, in the event RESIDENT fails to do so, MANAGEMENT, upon fifteen (15) days prior written notice, may take such steps as are necessary to provide the necessary maintenance, and all expenses incurred by MANAGEMENT in so doing so must be paid by RESIDENT on the next rental payment date after submission of a statement for such charge by MANAGEMENT to RESIDENT Driveways, walkways and patios shall be kept neat and in good repair by RESIDENT
  - All trash, debris, brooms, ladders, building materials and similar items must be kept out of sight Trash shall be removed at regularly scheduled intervals as specified by MANAGEMENT. Trash must be placed in containers satisfactory to MANAGEMENT. With the exception of trash pick up days, trash cans must be stored behind the manufactured home site or within the storage shed located on the home site. This subsection applies to reasonable amounts of household trash, RESIDENT, at RESIDENT's sole expense must arrange the removal of large items. RESIDENT shall be responsible for the disposal of any large items, including appliances and furniture
  - All Bicycles, tricycles and toys must be kept in neat order on the home site. If any such items are found on vacant homes sites or on the streets, they may be picked up by MANAGEMENT and, unless claimed by the applicable RESIDENT within fifteen (15) days, may be distributed by MANAGEMENT to charities of MANAGEMENT's choice
  - All lawns, shrubs, trees, fences, paving and other landscaping installed by RESIDENT shall become MANAGEMENT'S property and must remain upon the home site at the termination of RESIDENT's occupancy, unless RESIDENT obtains MANAGEMENT's prior written approval to remove the same MANAGEMENT must approve all home site landscaping plans and any digging in order to protect underground utility lines, pipes and cabbies and RESIDENTS' safety
  - All tree-trimming, pruning, and removal of debris at the home site shall be the sole responsibility of RESIDENT RESIDENT must immediately notify MANAGEMENT of any tree limps that are dead or decaying Any damage caused to the person or property of another due to such maintenance, including falling tree limbs, shall be the sole responsibility of the applicable RESIDENT
  - RESIDENT shall be responsible for lawn and landscaping of the home site at RESIDENT's sole expense. The RESIDENT shall rake and bag all leaves and grass cuttings. Lawn shall be mown on a regular basis as determined by MANAGEMENT in accordance with standards established in

- order to provide necess, naintenance, and all expense incurre. MANAGEMENT in doing so must be paid by RESIDENT on the next rental payment date after submission of a statement for such charges
- No vegetable gardens are allowed at RESIDENTS' home site or elsewhere within the COMMUNITY
- The RESIDENT is responsible for the placement and maintenance of a heat tape. Heat tapes must be operable at all times applied in a manner to protect RESIDENT's water line and water riser to a depth of approximately two (2) feet.

#### F MOTOR VEHICLES

The COMMUNITY is maintained as a private enterprise and as such all streets and roadways within the COMMUNITY shall be considered private and shall not be used as public thoroughfares. In the interest of the safety and well-being of all RESIDENTS, and for maintenance purposes and traffic control, MANAGEMENT may, at its sole discretion, restrict traffic on designated streets, and restrict delivery of certain products and services. Any violations of these motor vehicles Rules and Regulations shall result in a written warning from MANAGEMENT and may cause the vehicle to be removed from the COMMUNIY at the sole expense and liability of the vehicle's owner. Further violation of these motor vehicles Rules and Regulations shall be considered grounds for termination of the applicable RESIDENT's rental agreement.

- All drivers must observe speed limits and stop signs as posted within the COMMUNITY
  Careless or reckless driving may result in the termination of tenancy COMMUNITY streets
  shall be kept clear at all times to allow for access by emergency vehicles as needed accordance
  with the local fire ordinance
- 2 Parking
  - A Two (2) vehicles are permitted to each home site within the COMMUNITY, with the exception of those home sites that are designed to accommodate three (3) vehicles per driveway. Vehicles must be parked in specific areas as designated by MANAGEMENT. No structure, addition, improvement or any part of the manufactured home shall be permitted to encroach on existing parking areas within the home site.
  - B Guest and visitor vehicles must be parked in area as designated by MANAGEMENT RESIDENTS are responsible for ensuring that their guests and visitors comply with this requirement
  - C No vehicles may be parked in or on common areas except as specifically authorized in writing by MANAMGNET in advance. Vehicles parked in unauthorized areas may be removed, at the risk and expense of the vehicle's owner, without prior notice.
  - D Illegally parked vehicles may be removed, at MANAGEMENT's discretion, at the risk and expense of the vehicle's owner
  - E On-site parking is prohibited at all times within the COMMUNITY
- Only registered vehicles are allowed within the COMMUNITY RESIDENTS must register each vehicle kept within the COMMUNITY Commercial vehicles are not permitted within the COMMUNITY RESIDENTS must not store any motor vehicles which is in a state of disrepair and therefore incapable of being moved under its own power, or that does not possess a current valid registration for more than twenty-four (24) hours, and any such vehicle within the COMMUNITY may be removed, at the risk and expense of the vehicles' owner, without prior notice All vehicle repairs must be completed within twenty-four (24) hours of the commencement of said repairs
- 4 Only drivers with valid driver's licenses may operate motor vehicles within the COMMUNITY
- 5 No excessively noisy vehicles are allowed within the COMMUNITY
- There may be no overnight sleeping within the COMMUNITY except within RESIDENT'S manufactured homes. No overnight sleeping is allowed in any motor vehicles, camper or camping trailer.

- No vehicles over sever—ive hundred pounds (7,500) gross ve—s weight (other then standard pick-up trucks), totters, trucks, construction or farm equipment may not be stored, parked or kept within the COMMUNITY, except within the designated storage area—MANAGEMENT may remove any prohibited vehicles from the COMMUNITY if the RESDIENT fails to do so, and all expense incurred by MANAGEMENT in so doing must be paid by the RESIDENT with the next rental payment after submission of a statement for such charges by MANAGEMENT to the RESIDENT
- Any vehicles which drips oil, gasoline or any other fluid must be repaired immediately by RESIDENT, and any damage caused by such dripping fluid must be cleaned and/or repaired by RESIDENT
- The immobilization of any vehicle for major repairing or overhauling is prohibited everywhere within the COMMUNITY unless otherwise authorized in writing by MANAGEMENT in advance
- Any vehicles parked on the streets during a snowfall will be considered a safety hazard Any such vehicle may be towed at the vehicle owner's risk and expense without prior notice
- No unlicensed, motorized or self-prohibited vehicle of any kind, including, but not limited to, dirt bikes, mini-bikers, motorcycles, mopeds and go-carts, shall be operated in any area of the COMMUNITY, unless such vehicle is duly registered for operation on public roads or highways All such vehicles must be registered with the COMMUNITY office and shall be operated only by the person duly licensed for operation of such vehicle
- No vehicle shall be operated in the COMMUNITY in areas other than those designated for roadways and parking

#### **G** ANIMALS

No non-domesticated animals, including farm animals, may be kept in the COMMUNITY No other animals may be kept in the COMMUNITY except as pets, and then only with the prior written permission of MANAGEMENT As of immediately, no animals whose height exceeds eighteen (18) inches at the shoulder at full maturity or whose weight exceeds fifty-(50) pounds at full maturity may be kept in the COMMUNITY Animals must be inoculated and licensed according to all applicable laws and regulations. and must wear license tags. If required by applicable law. Animals must be leashed and under the control of the applicable RESIDENT or kept within the confines of RESIDENT's home site. Animals are allowed in common areas of the COMMUNITY only on a leash and under control of the applicable RESIDENT Under no circumstances are pets allowed in the common area of the COMMUNITY specifically posted against pets, such as the playground and similar facilities as designated by MANAGEMENT RESIDENT is responsible for the immediate removal of all pet litter from RESIDENT's home site or any other location within the COMMUNITY where littering has occurred RESIDENTS are responsible for any damage caused by their animals No temporary pet sitting or care of animals not owned by RESIDENTS is permitted Biting incidents will not be tolerated, and MANAMGENT reserves the right to terminate the home site rental agreement of any RESIDENT owning a pet involved in a biting incident. Noisy or unruly animals, animals considered dangerous or vicious by MANAGEMENT, and animals with respect to which other RESIDENTS file justifiable complaints with MANAMGNET must be removed from the COMMUNITY No animals which have been removed from the COMMUNITY under this rule shall thereafter again be permitted within the COMMUNITY without the MANAMGENT's prior written consent Each animal must be registered and identified as to owner in the COMMUNITY office. Any dog regardless of breed, whose temperment and disposition are considered to be dangerous or vicious, is not allowed within the COMMUNITY under any circumstances No more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat may be kept per home site. All pets must be approved by MANAGEMENT in writing before the pet's owner moves into the COMMUNITY, or before RESIDENT obtains a pet after move-in Pets belonging to RESIDENT's family members, guests and invitees must be confined to the applicable RESIDENT's home site and must comply with all provision of this paragraph. Pets may not be left outside at night. Pets may not be left outside in the daytime unless someone is home to supervise the pet No doghouses or other outside animal shelters are permitted

#### Н TV ANTENNAS

Only one (1) satellite dish, not to exceed one (1) meter in diameter may be installed per home site. No TV antenna over twenty-four (24) inches in height my be installed on the home site, and guide wires with respect to any antenna may be attached only to the manufactured home's roof The installation and location of such must be in accordance with the reasonable requirements of MANAMGENT and all applicable laws, codes and regulations Antenna must be mounted at least twenty-five (25) feet back from the front of the manufactured home No antennas may be installed except upon the prior written approval of MANAMGENT Any transmitting which interferes with the reception of other RESIDNET is strictly prohibited

#### **CLOTHES LINE**

Only collapsible umbrella-type clothes lines are permitted on the home site and the same must be kept at the rear of the home site and collapsed when not in use Laundry hung such clothesline must be removed as quickly as possible

#### J SALE OF MANUFACTURED HOMES

In the event RESIDENT elects to sell RESIDENT's manufactured home, one (1) "for Sale" sign not to be exceed a total area of three hundred (300) square inches may be installed on the inside of a window or upon exterior of the manufactured home, but shall not be installed in the ground of the manufactured home site Neither other "For Sale" sign nor any other sign of any nature, whether relating to the sale of the manufactured home or for any purpose, shall be permitted on the home site RESDIENT ACKNOWLDGE THAT THE SALE OR OTHER TRANSFER OF THE MANUFACUTRED HOME DOES NOT INCLUDE A TRANSFER OT THE HOME SITE TO THE BUYER OR THE TRANSFEREE UNLESSS RESDIENT NOTIFIFES MANAGENT IN WIRTING AT LEAST THREE (3) WEEKS PRIOR TO THE PROPOSED TRANSFER OF THE MANUFACTURED HOME SITE RENTAL AGREEMENT AND/OR TRANSFER OF TITLE TO THE MANFUACTURED HOME, GIVING THE NAME AND ADDRESS OF THE PROPOSED BUYER OR OTHER TRASNFEREE IN SUCH NOTICE AND THE PROPOSED BUYER OR OTHER TRANSFEREE (1) IS APPROVED BY MANAGEMENT AS A RESDIENT IN ACCORDANCE WITH MANAGEMENT PRE=QUALIFICATION PROCEDURES AND STANDARDS, (III) MEETS ALL OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE RULES AND REGULATIONS AND IN THE MANUFACTURED HOME SITE RENTAL AGREEMENT, AND (IV) THE MANUFACTURED HOME COMPLIES WITH THE STANDARDS FOR PLACEMENT OR RETENTION IN THE COMMUNITY AS SET FORTH IN THE THESE RULES AND REGULATIONS

#### K **OUTSIDE CONSTRUCTION**

- 1 Any construction or repairs other than routine home improvements or yard maintenance must be approved in writing by Management in advance
- No construction company may perform any service within the COMMUNITY unless it has 2 reported to the COMMUNITY office for clearance All contractors and repair, maintenance and landscaping personnel must be proper workman's compensation, automobile, liability and performance bonding insurance coverage's, as determined by MANAMGEMENT in its discretion
- 3 RESDIENT may not, and shall not have the power of authority to, allow the COMMUNITY or improvements therein to become subject to any mechanics, laborers or materialmen's liens
- RESIDENT should not give instructions to, or make requests of, the COMMUNITY's 4 maintenance personnel All requests should be made in writing directly to MANAMGNET

## L NOISE, FIREARMS ACCEPTABLE CONDUCT

RESIDENTS must be unreasonably noisy Radios, stereos, musical instruments, televisions and conversation must be kept a level low enough not to disturb any other RESIDENT Vehicle engines shall be not unnecessarily raced or "gunned" at any time RESIDENTS shall observe quiet hours within the COMMUNITY between the hours of 10 00 pm to 7 00 am daily

#### **Prohibited Conduct**

You (The RESIDENT) and your occupants or guests may not engage in the following activities behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the MH Community, disrupting our business operations, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia, engaging in or threatening violence, possessing a weapon prohibited by state law, discharging a firearm in the MH Community, displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others. No open fires are allowed within the COMMUNITY (charcoal and gas grills do not constitute open fires for purposes of the rule) Fireworks are prohibited within the COMMUNITY

## J DRV (RESIDENT'S Initials)

The gutting and/or bleeding of game animals on the home site or outside the manufactured home is prohibited within the COMMUNITY

Under state law, RESIDENT's tenancy may be terminated for conduct on COMMUNITY premises which constitutes annoyance to other RESIDENTS or interfere with MANAGEMENT

#### M COMMERCIAL ENTERPRISES

No commercial enterprise or business of nay nature may be conducted by RESIDENT in the COMMUNITY without prior written approval of MANAGEMENT, nor may advertising materials be distributed or posted within the COMMUNITY without MANAGEMENT's prior written approval. This restriction applies to the delivery of handbills of any nature, although MANAGEMENT may distribute written materials of a non-commercial nature provided such written materials are also given to MANAGEMENT.

#### N DAMAGE

Any damage caused by any RESIDENT, or by any visitor, guest, agent or representative of such RESIDENT, or by any of their property (storage shed, TV antenna, etc.) to the person or property of another shall be the sole responsibility of the applicable RESIDENT

#### O COMMON AREA DECORUM AND CONDUCT

MANAGEMENT has established separate rules and guidelines for behavior and conduct of RESIDENTS, visitors and guests within common areas such as swimming pools, clubhouses and recreation facilities. These rules and guidelines are posted in each common area where they are applicable, and after reasonable notice may be changed from time to time by MANAGEMENT and are hereby incorporated into and made a part of these Rules and guidelines. MANAGEMENT will undertake to make the common areas and recreational facilities of the COMMUNITY conveniently available and open to RESIDENTS at reasonable times. RESIDENT is responsible for the behavior and conduct of all minor children residing with or visiting RESIDENT, and for the conduct of clubhouse. Violations of rules and guidelines applicable to common areas by RESIDENTS, their family, visitors and guests within the COMMUNITY, including their adherence to these Rules and Regulations, and all

applicable laws Any visitor o est who fails to comply with the fore g may not remain in the COMMUNITY Conviction of a Class A misdemeanor or any felony during the term of a RESIDENT's tenancy which caused or threatened to cause irreparable harm to any person or property shall be considered grounds for termination or non-renewal of such RESIDENT's Manufactured Home Site Rental Agreement Immoral conduct, intoxication, or the use of loud or profane language shall also be grounds for termination or non-renewal of the applicable RESIDENT's Manufactured Home Site Rental Agreement

RESIDENT, any member RESIDENT's household, any guest, or any other person under RESIDENT's control, shall not engage in criminal activity, including but not limited to, drug related criminal activity, on the premises or in the COMMUNITY (Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance)

Consumption of alcoholic beverages in the COMMUNITY's common areas, including the clubhouse, the pool area and surrounding common areas, is strictly prohibited, with the exception of MANAGEMENT sponsored events

JDVR (RESIDENT's Initials)

Smoking is prohibited in any common areas, including the clubhouse, the pool area and surrounding common areas unless otherwise posted

## P UTILITY AND WATER REGULATIONS

RESIDENT shall be solely responsible for arranging for connection of water and sewer services with local utility providers. RESIDENT shall be responsible for maintaining all water and sewage connections for the outlets on the utility posts or from the ground to the manufactured home at all times RESIDENT shall be solely responsible for any charges related to repairs, cleaning or unclogging of a clogged sewer line, other than an obstruction of the main sewer line, due to improper disposal of such items as paper towels, sanitary supplies, disposable diapers and cat litter. Disposal of these items through use of the sewage system is strictly prohibited.

RESIDENT shall be solely liable and responsible for insuring that RESIDENT's water and sewer connection do not freeze and shall arrange for any necessary repairs to such connections

Tampering by with any utility connections is strictly prohibited

## Q PRE-QUALIFICATION OF PROSPECTIVE RESIDENTS

Applicants for COMMUNITY residency are required to complete a rental application and obtain MANAGEMENT's prior written approval to become RESIDENT of the COMMUNITY Any person occupying a manufactured home within the COMMUNITY for more than fourteen (14) days within a six (6) month period shall be deemed an applicant for COMMUNITY residency and must comply with said qualification requirements RESIDENT may not sublet RESIDENT's manufactured home or home site or assign RESIDENT'S interest under RESIDENT's Manufactured Home Site Rental Agreement without MANAGEMENT's prior written approval, and any such sublease or assignment entered into without MANAGEMENT's prior written approval shall be null and void

#### R CONDUCT OF MINOR CHILDREN

RESIDENTS with minor children must supervise the outside play and conduct of minor children so as not to disturb or annoy any other RESIDENTS Failure to supervise the conduct of such RESIDENT's

minor children under this rule be grounds for termination or non-raval of such RESIDENT's Manufactured Home Site Rental Agreement Games of any nature, including basketball and skateboarding, may not be played on the COMMUNITY's streets Children under the age of sixteen (16) must obey the COMMUNITY's curfew of 10 00 p m, after which time all children under the age or sixteen (16) should not be on the COMMUNITY's streets or in the COMMUNITY's common areas

Portable basketball units must be located at the back of the home site, near the grass line, facing the home site. No permanent basketball units may be installed at the home site.

#### S NON-WAIVER

Failure on the part of MANAGEMENT to enforce any provision of these Rules and Regulations shall not constitute a waiver of MANAGEMENT's right to enforce these Rules and Regulations either as to individual violator or the RESIDENTS of the COMMUNITY as a whole

## T SNOW REMOVAL

MANAGEMENT shall remove snowfall from the COMMUNITY streets, if and when necessary and practical RESIDENT shall be responsible for the removal of snow and ice from the walkways of the individual manufactured home site RESIDENT, and not MANAGEMENT, shall be solely responsible for any claims for damages resulting from RESIDENT's failure to properly maintain RESIDENT's manufactured home site

(RESIDENT's Initials)

#### U SALES

No patio or yard sales or similar sales are allowed at the home site other than COMMUNITY sponsored sales

#### V OCCUPANCY

No manufactured home may remain unoccupied by a RESIDENT for longer than thirty (30) days without the prior written approval of MANAGEMENT Failure to notify MANAGEMENT in writing in advance of an extended absence shall result in MANAGEMENT treating such absence as abandonment and may result in termination or non-renewal of the applicable RESIDENT'S Manufactured Home Site Rental Agreement

#### W TRESPASSING

Trespassing on other RESIDENT's property is strictly prohibited

#### X OTHER AGREEMENTS

ALL AGREEMENTS BETWEEN MANAGEMENT AND RESIDENT MUST BE IN WRITING

1 1011 ) TITU 101

#### RESIDENT'S CERTIFICATE

Î/We have received copies of and have read and fully understand the Manufactured Home Site Rental Agreement and these Rules and Regulations, and agree to abide by all provisions thereof I/We understand that any breach of the Manufactured Home Site Rental Agreement or of these Rules and Regulations by me/us, members of my/our family or my/our guests or visitors may result in the termination or non-renewal of the Manufactured Home Site Rental Agreement, in accordance with applicable law I/ We agree that, should any such matter be referred to an attorney for legal action, the I/we shall be liable for legal costs incurred by MANAGEMENT, including reasonable attorneys' fees

Date	RESIDENT's Signature
Date	RESIDENT's Signature
Date	RESIDENT's Signature
MANACEMENT	

Authorized Signature

## State Farm Fire and Casualty Company

Applicant Name Binder Effective Date 07-01-2013

VA

**Manufactured Home** Application / Binder-Receipt

46-B4-G105-0 F

APPLICANT					
MAILING ADDRESS	3			PROPERTY LOCATION	
NAME OF MANUFACTURED HOME PARK WOBILE H			HOME COMMI	PARK NUMBER	
BILLING			TONE COMMO	NI T	1
Put application on S	SFPP Yes				
COVERAGES / PRE	MIUM SEC	TION			
Policy Deductible Earthquake Deducti	ble	500			
Policy Coverage Section I			Limit	Endorsements	Li
Dwelling (Coverage	A)		20 000		
Dwelling Extension			2 000		
Personal Property (0	Coverage B	)	20 000		
Section II					
Personal Lability (Co	overage L)	each Occurrence	500 000		
Medical Payments to	Others (C	overage M) each person	5 000		
Loss Settlement Op Actual Cash Value of Loss Settlement ccepted Options	n Coverage	A and B2 Depreciated			
ccobred obtions			Limit	Declined Options / Endorsements	Lin
				Business Property (Option BP)	2.5
				Business Property (Option BP)	50
				Business Pursuits (Option BU)	30
				Child Care Liability Coverage	
				Earthquake	
				Firearms (Option FA)	2 500/5 00
			Home Computers (Option HC)	10 00	
				Incidental Business (Option IO)	
		(F)		Incidental Nurses Professional Liability Jewelry and Furs (Option JF)	
				Jewelry and Furs (Option JF)	1 500/2 50
				Silverware/Goldware Theft (Option SG)	2 500/5 00
				Silverware/Goldware Theft (Option SG)	5 00
				Silverware/Goldware Theft (Option SG)	7 50 10 00
tel December				Vendor's Single Interest	10 00
tal Premium nount Pald	\$	365 00			
edit Amount	\$ \$	0 00			
	Ð	0 00			

ly insurer or agency canceled or refused to issue or renew similar insurance to the named applicant or any household member within the

Has the applicant been convicted of arson fraud or other insurance related offenses. No

## APPLICANT(S) ACKNOWLEDGEMENT

it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company Penalties include imprisonment, fines and denial of insurance benefits

## MOBILE HOME LEASE AGREENTG-WBP

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#### **LESSOR AND LESSEE**

This Agreement made this 1st day of February 2013 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Vaples Mobile Home Park (Owner) hereinafter called Lessor and Esteban R Moya jointly and severally (if applicable) hereinafter called Lessee

#### WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as Waples Mobile Home Park Fairfax Virginia (Lot')

#### **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2013 fully ending at midnight on the 31st day of January 2014 (hereinafter called the Lease Term ) for the total rent of eight thousand three hundred fourty dollars Dollars (\$8340 00) payable in equal monthly installments of six hundred ninety five dollars Dollars (\$695 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing leach such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check, due a service charge of \$50 00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition. Lessor may thereafter require. Lessee to make all future payments of rent and other charges due under the Lease by means of certified check cashier's check or money order
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$645.00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55 248 22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC The Lessee shall not engage in any unlawful or criminal activity including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. Drug related criminal activity, shall mean the illegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance. The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants
- 6 OCCUPANTS Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55 248 47) however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application which application must be approved by Lessor prior to occupancy
- 7 LIABILITY OF LESSOR All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence. The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000

8 UTILITIES Except as of the Wise are the Lessor the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lessor to the Lesso

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term. Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event all terms and conditions of this Lease shall continue in full force and effect except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters. Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) months rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA. Code Ann Section 55 248 31 and in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55 230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY SIFEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease. Lessee agrees to pay Lessor's attorney's fees in the amount of \$100,00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No waiver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

			A. J. DWOSKIN 9302 Lee Highw Fairfax Virginia	
WITNESS	_DATE	ВЧ	A/	_DATE 21113
witness AM	DATE 2/1/13	BY		_DATE_9/1/13
WITNESS	_DATE	ВУ	,	DATE
WITNESS	DATE	BY	LESSEE (Tenant)	DATE
***************************************		٠,	LESSEE (Tenant)	Erf t I be

MOBILE HOME LEASE AGREEMENT

## Project: Waples Mobile Home Park

LESSOR AND LESSEE

This Agreement made this 4th day of December, 2014, by and between A. J. DWOSKIN & ASSOCIATES, INC., AGENT for : Waples Mobile Home Park (Owner), hereinafter called Lessor, and Esteban Moya jointly and severally (if applicable) hereinafter called Lessee. WITNESSETH:

That in consideration of the representation made in the application filed by the Lessee with the Lessor, the rent herein reserved and the covenants herein contained and by the said Lessee to be performed, the Lessor hereby leases to the Lessee, premises in the State of Virginia known as Lot 11259 Mobile Drive, : Waples Mobile Home Park, Fairfax , Virginia ("Lot").

#### TERM AND RENT

The term of this lease shall be for the period of 12 months, commencing on the 1st day of February, 2015 fully ending at midnight on the 31st day of January, 2016hereinafter called the "Lease Term"), for the total rent of Eight Thousand Nine Hundred Forty Dollars (\$8940.00), payable in equal monthly installments of Seven Hundred Forty Five Dollars (\$745.00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing, each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term.

It is further covenanted and agreed between the Lessor and Lessee as follows:

- 1. LATE CHARGE. If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due, a late charge of \$50.00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason, Lessee agrees to pay Lessor, in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.
- 2. SECURITY DEPOSIT. The Lessee agrees to deposit with Lessor upon delivery of this lease, the sum of \$645.00 security for the full and faithful performance by the Lessee of each and every term, provision, covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms, provisions, covenants, and conditions of this lease, including but not limited to payment of rent, additional rent or other sums required hereunder (including but not limited to charges for utilities), the Lessor may use, apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor, and may be commingled with other funds of the Lessor, with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lease, or such other rate required by law; provided, however, that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof.

In the event that the Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this lease, the security deposit, or any balance thereof, plus accrued interest, if any, shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition.

- 3. POSSESSION. The Lessor shall not be liable for failure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy, nor, except as provided herein, shall such failure excuse the Lessee's obligation hereunder, unless the Lessor's failure to deliver possession is willful, in which event Section 55-248.22 of the 1950 Code of Virginia, as amended, shall govern. Except in the event of delay by the Lessee, the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4. RULES AND REGULATIONS. The Lessee shall comply with the rules and regulations governing the Mobile Home Park, a copy of said rules and regulations being attached hereto and made a part hereof, and shall comply with such other reasonable rules and regulations and any reasonable afterations or changes which the Lessor shall or may adopt for the Mobile Home Park,
- 5. UNLAWFUL USE, DISTURBING NOISES, ETC. The Lessee shall not engage in any unlawful or criminal activity, including but not limited to, drug-related criminal activity, nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so, on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, or use of or possession with the intent to manufacture, sell, distribute or use a controlled substance.

The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights, comforts or conveniences of the other tenants.

6. OCCUPANTS. Only those tenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home, Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248.47); however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.

Upon twenty-four (24) hours written notice, which may be delivered to the mobile home, Tenant will permit Landlord to inspect the Premises (including all spaces inside the mobile home) for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of this Lease Agreement. Any failure by Tenant to provide access to the mobile home for this purpose when requested by Landlord shall constitute an immediate default under this Lease Agreement, granting Landlord to all remedies set forth in paragraph 11 of this Lease Agreement.

7. LIABILITY OF LESSOR. All personal property, including the mobile home, placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee, and the Lessor shall in no event be liable for the loss, destruction, theft or removal of or damage to such property unless caused by Lessor's willful negligence.

The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.

8. UTILITIES. Lessee will be responsible for payment for all utilities including those set forth in the Utility Addendum; for each utility for which Lessee is responsible for payment, Lessee will pay related deposits and any charges, fees, or services on such utilities. Lessee must not allow utilities to be disconnected – including disconnection for not paying your bills – until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If Lessee's electricity is ever interrupted, Lessee must use only battery-operated lighting. If any utilities are sub metered for the Premises, Lessee must pay such billings promptly. If the billing company requests Lessor pay Lessee's bills and Lessor, in its sole and absolute discretion, pays such bills, the amount of such bills will be added to Lessee's rent and such amounts will be treated as additional rent for all purposes, including seeking possession of the Lot for nonpayment.

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence, the Lessor shall not be liable for any damage, injury or loss whatsoever which might arise, or accrue, from his providing, failure to provide, or the failure of utilities. Further, the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse.

9. HOLDING OVER / RENEWAL. Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term, Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term, the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lessor may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required.

Proof of identity, copy of the title or sales agreement and proof of active insurance will be required not only upon move-in date and initial lease signing, but upon renewal. NO renewals will be considered as executed unless these items are provided at signing.

- 10. **MILITARY TRANSFERS**. If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty-five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States, or is ordered to report to government-supplied quarters, Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after Lessor's receipt of such notice, (b) providing, together with such written notice of termination, a copy of the official orders, (c) paying all rent and miscellaneous charges through the effective date of the termination, and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term. This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term.
- 11. ACTION BY LESSOR UPON DEFAULT. Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder, including but not limited to charges for utilities, or should the Lessee violate any one of the agreements, terms, or conditions of this lease, or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug-related crime during the Lease Term, then the Lessor shall have all rights and remedies of a landlord under applicable law, including but not limited to the rights and remedies provided in VA. Code Ann. Section 55-248.31 and, in addition, the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession, and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lesser's mobile home from the Lot pursuant to this paragraph, the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile home.
- 12. LIEN FOR RENT AND OTHER SUMS. The Lessor shall have a lien upon all of the personal property, including the mobile home, of the Lessee moved in and located upon the Lot, as and for security for the rent and other sums, including but not limited to, charges for utilities, herein provided to be paid; and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot, to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved; and the Lessee shall not remove, or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease; and should the Lessee attempt to remove such property, the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia, as amended, and to employ such other remedies as are authorized by law.

- 13. ATTORNEY'S FEE. In the event that Lessor engages counsel as a result of Lessee's breach of this Lease, Lessee agrees to pay Lessor's attorney's fees in the amount of \$200.00 or 25% of all rent due and owing at the time judgment is obtained, whichever is greater.
- 14. WAIVING OF ONE BREACH NOT A GENERAL WAIVER. No waiver of any breach of any covenant, provision, or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.
- 15. SECURITY INTERESTS IN MOBILE HOME. The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows:

Name and address of dealer from whom mobile home purchased (if applicable).

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest.

16. MANUFACTURED HOME LOT RENTAL ACT. The terms of the Manufactured Home Lot Rental Act (Title 55, Chapter 13.3, 1950 Code of Virginia, as amended) attached hereto, are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act.

1 5

A. J. DWOSKIN & ASSOCIATES, INC. 3201 Jermantown Road, Suite 700 Fairfax, Virginia 22030-2879

WITNESS:	DATE	BY:	DATE 12-4-14
WITNESS:	DATE	BY Miguilania (	e E. Jimenez, Office Assistant DATE
WITNESS:	DATE	LESSEE (Tenant) Esteb BY: LESSEE (Tenant)	ean MoyaDATE

# **UTILITY ADDENDUM**

This Utility Addendum ("Addendum") shall become part of the Mobile Home Lease Agreement (the "Lease") dated the 1st day of February, 2015 by and between Esteban Moya ("Owner"), by its agent A.J. Dwoskin & Associates, Inc. (collectively "Lessor") and Esteban Moya (collectively in the singular "Lessee") of 11259 Mobile Drive Fairfax, VA 22030 ("Lot").

1.	Paymen a.	it of Utiliti Water/S	es and Billing Met ewer	hods: Lessee will be resp	onsible for payment of all u	itilities, including those as set forth below:
	ш.			tv: Charges for this service	es for the Lot will be paid fo	or hv
			Lessor:		es for the Lot will be paid it	ur Qy.
					te directly to: M. Lesson	☐ Third Party Utility Service Provider.
		ii.	Methodology: If	and payment shar be mad	se this utility will boood on a	one of the following methods
		11-	Metalodology, ii	enthly rate of \$ per		nie of the following methods
				actual use: or	moran,	
				ity billing system (RUBS)		
			1,	Occupant Factor: In ca	alculating Lesse's water/se	wer bill, each Lot will be assigned an Occupant
				ractor based upon the	total number of the occupa	nts for the Lessee's Lot as follows:
				Bt	6	
				Number of	Occupant Factor	
				Occupants		
				1	1.0	
				2	1.6	
				3	1.9	
				+1	+0.3	
				t		
			2.	Calculation: Lessee's v	water and sewer bill will be	calculated based upon the following
				٠,	water and cower charges	and again are totaled for the William against / "Tatal
				Property Utility Co.		and costs are totaled for the billing period ( "Total
						auch of EO/ in amplied to the Total December 1988.
				Cost ("Adjusted Bi		ount of 5% is applied to the Total Property Utility
						tological the hilling marked (STate) (Newson)
				Factor")	it ractor for each Lot be to	taled for the billing period ("Total Occupant
				,	ed Dill is divided by the Tet-	of Coourant Factor ("Amount and Comment")
						al Occupant Factor ("Amount per Occupant")
					•	by the Number of Occupants of for Lessee's Lot
				the product of which	on becomes Lessee's water	г and sewer bill for the applicable period.
	b.	Tanah				
	ນ.	Trash.	December Dec	* Oh	( 11 1 -4 11) (6 14 (6	5 . I
		Í.			es for the Lot will be paid f	or by:
			∑ Lessor; d			
		::	Lessee,	and payment shall be mad	e directly to: L Lessor	☐ Third Party Utility Service Provider.
		II.	- Methodology: If	paid by Lessee, charges to	or this utility will based upor	n Lessee's separate agreement with the Third
		C	Party Utility Service	e Provider.		
	C.	Gas.	Deservable Des	Ob f14-1		
		ì.			es for the Lot will be paid f	or by:
			Lessor; o			877
		22	⊠ Lessee, a	ind payment shall be made	e directly to: Lessor	
		11.	Methodology: if I	paid by Lessee, charges fo	or this utility will based upor	Lessee's separate agreement with the Third
			Party Utility Service	e Provider.		
	d.	Electrici				
		1.			es for the Lot will be paid f	or by:
			Lessor; o			
				nd payment shall be made		Third Party Utility Service Provider.
		ii.			or this utility will based upor	Lessee's separate agreement with the Third
			Party Utility Service	e Provider.		
2,	Addition	ial Service	Charges: Lessee	is also responsible for pay	ment of the following addit	ional service charges:
			-			
	a.	Service		\$	/Month	
	b.	Set-Up F	ee:	\$	/One Time Fee	

In addition, Lessee agrees to be responsible for any other additional fees, deposits, assessments or any other charges related to its use of utilities at the Community or as charged to the Community. Lessor reserves the right to modify the amount of and or add any additional fees, deposits, assessments or any other utility related charges as authorized under the applicable law.

- Payment. Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum, Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease. Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Lessee fails to pay any or all portion of utility charges on or before the due date, Lessor may, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent
  - a. Electronic Billing: Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email, the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.
- 4. Third Party Utility Service Providers & Billing Providers: Lessee shall be solely responsible for obtaining services for all utilities for the Lot. Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

5. Placing Utility Account in Name of Lessee. Lessee shall set up an account in the Lessee's name for each utility for which Lessees responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee' move-in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous. Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Lessee must use only battery-operated lighting

WITNESS:	_DATE	ВҮ		DATE / 2- 4 - / 5
WITNESS:	_DATE	BY		ice Assistant DATE <u>  とこいイード</u> /
WITNESS:	DATE	BY	LESSEE (Tenant) Esteban Moya :	DATE



Real Estate Development & Management

## Lease Addendum Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Ice. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise, A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water

- Potential Fire Hazard
- · Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be place in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a **Resident** or **Guest/Visitor** parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws; for example, expired State inspection and local stickers and tags.

**Permits Issued.** A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

**Types of Vehicle Allowed.** Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick—up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

**Rental Payments.** All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance. Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, can, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

Pets. Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do no clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

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No Rottweilers, Pit Bulls, Malamutes, St. Bernards, Great Danes, Akitas, American Bulldog Staffordshire Terriers, Canary Dogs, Doberman Pinschers, Chow-Chows (including mix with restricted breeds) or exotic animals (Tarantulas, Piranhas, Reptiles - snakes, iguanas, Ferrets, Skunks, Raccoons, Squirrels, Rabbits, Birds - parrots, cockatiels, macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M.P.H. and/or 15 M.P.H. speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits, not only for themselves, but also for their family members and guests.

Fireworks. Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot. Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks, awnings, carports, storage sheds, and fencing will be allowed without prior written permission from the Management. Storage sheds, awnings, and skirting must be of a manufactured rust-resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type, to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services. Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS, Federal Express or special deliveries.

Zero Tolerance. Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire, explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager, any activity of a suspicious nature on the part of the resident, or any of the employees, guests or family members of the resident in the leased premises, or any areas adjoining the premises, shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non-remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home. Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park,
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home; awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted, the following policies apply:

The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.

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- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park,

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

Modification of Policies. The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

### ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Polices and Rules and confirms the following:

- 1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency
- I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
- 3. I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

Management Representative

4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to any construction now or hereafter occurring on the property.

Resident Date

Resident Date

Resident Date

Resident Date

Resident

Resident

Date Date

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(Park	Name)

# MOBILE HOME INSPECTION FORM

Date of Insp	ection:			
Resident:		Unit/Lot#: <u>//_/</u>	РМ:	
	Key: CL - CLEAN/OK DI - DIRTY	DA – DAMAGED MI – MISSING	RE – REPLACE RP – REPAIR	

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# **UNIT INSPECTION FORM**

Key: CL - CLEAN/OK	DA - DAMAGED	RE – REPLACE
DI DIRTY	MI – MISSING	RE - REPAIR

HALLWAY(S)	CL	DI	DA	MI	RE	RP	COMMENTS
Electric Outlets/Switches/Switch Plates/Safety Plugs			1		1 1 1	131	COMMENTS
2. Light Fixture/Bulb			<del> </del> -	-	ļ		
3. Smoke Detector/Sprinkler Head		<b> </b>		ł	ļ		***   10 10 10 10 10 10 10 10 10 10 10 10 10
4. Walls/Ceiling		<del> </del>		<del> </del>			
5. Floor/Tiles			<del> </del>				
6. Telephone – Issued			<u> </u>	<u> </u>			7 A
7. Telephone – Personal							
FURNITURE	~~~	~~~	1				
1. Dining Table							
2. Chairs		·				——— <del>—</del>	HI M CONT ( CALLE
3. Coffee Table							
4. Bed Frames/Mattresses	***						
5. Dressers							
6. High Chair/Bolsters							N. B. Weiner
7. Crib(s)							
8. Other:							

Housekeeping:	Excellent -	Good -	Fair -	Poor
Comments				
		GLECT: YES	NO	
Number of Occup	pants and names:			
Dir	sident: All which sector of Safety:			
	ector of Facilities Manage			

Original: Resident File cc: Office use



Address:	11059	10 Dr
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# MOBILE HOME PARK RULES AND REGULATIONS VIOLATION NOTICE

☐ 1 st WARNING	☐ 2 ND WARNING	☐ FINAL NOTICE
Date:	eturn Inspection Date: _	
# of occupants in Lease: # of	of residing occupants:	NOTIFICITIES DE PRINCIPAL DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA
During a recent inspection we notice the f	ollowing:	
Skirting		
Bulk Items		
Trash []		
Leave Disposal 🗆		
Broken Down Vehicle/No Tags 🗌		
Shed Repair Paint		
Roof Repair Paint D	**************************************	
Mobile Homes ☐ Paint ☐ Repair ☐	21,1,1000000000000000000000000000000000	
Grass/Garden/Lawn ☐		
Oil Leaking Vehicles $\square$ must be repaired im	nmediately	
Steps 🗌 Broken 🗍 Repair 🗎		
Decks Paint Repair		
Fence Paint Repair		
Oil Tank or Gas Cylinder Condition	Distance 🗌	· · · · · · · · · · · · · · · · · · ·
Pet 🗆 Waste Disposal 🗀 Unregiste	red pets 🛚	
Miscellaneous 🛘		

All work must be completed before you can renew your lease. We will also need to perform an inspection of the inside of your home. A copy of your mobile home insurance will need to be provided to us at renewal. Please call the office at 703-273-2323 to schedule a time to sign your renewal lease.

Pls.' Ex. 43

## MOBILE HOME LEASE AGREEM

Project Waples Mobile Ho a

LESSOR AND LESSEE

This Agreement made this 14th day of November 2012 by and between A J DWOSKIN & ASSOCIATES INC AGENT for Waples Mobile Home Park (Owner) hereinafter called Lessor and Mario Medina and Herbert D Saravia-Cruz jointly and severally (if applicable) hereinafter called Lessee

#### WITNESSETH

That in consideration of the representation made in the application filed by the Lessee with the Lessor the rent herein reserved and the covenants herein contained and by the said Lessee to be performed the Lessor hereby leases to the Lessee premises in the State of Virginia known as 11250 Mobile Drive Lot

Waples Mobile Home Park Fairfax Virginia ( Lot' )

#### **TERM AND RENT**

The term of this lease shall be for the period of 12 months commencing on the 1st day of February 2013 fully ending at midnight on the 31st day of January 2014 (hereinafter called the Lease Term") for the total rent of eight thousand three hundred forty Dollars (\$8340 00) payable in equal monthly installments of six hundred ninety five Dollars (\$695 00) at the manager's office located in the Mobile Home Park or such other place as the Lessor may designate in writing each such monthly installment payable without demand or notice in advance on the first day of each month during the Lease Term

It is further covenanted and agreed between the Lessor and Lessee as follows

- 1 LATE CHARGE If any installment of rent required by this Lease is not received by the Lessor by close of business on the 5th day of the month in which the rent payment is due a late charge of \$50 00 shall be paid to Lessor to compensate Lessor for the administrative expenses and other expenses associated with Lessee's failure to timely pay rent. Lessee agrees that this late charge shall be deemed to be additional rent and failure to pay the late charge may result in the issuance of a five (5) day notice for such nonpayment. In the event Lessee tenders to Lessor a check which is dishonored by the Lessee's bank for any reason. Lessee agrees to pay Lessor in addition to the amount of the check, due a service charge of \$50.00 representing Lessor's administrative expenses and service charges incurred as a result of Lessee's insufficient check. In addition, Lessor may thereafter require Lessee to make all future payments of rent and other charges due under the Lease by means of certified check, cashier's check or money order.
- 2 SECURITY DEPOSIT The Lessee agrees to deposit with Lessor upon delivery of this lease the sum of \$670.00 security for the full and faithful performance by the Lessee of each and every term provision covenant and condition of this lease. In the event that the Lessee defaults in respect to any of the terms provisions covenants and conditions of this lease including but not limited to payment of rent additional rent or other sums required hereunder (including but not limited to charges for utilities) the Lessor may use apply or retain the whole or any part of the security so deposited for the payment thereof. The Lessee acknowledges that the security deposit is to be retained by the Lessor and may be commingled with other funds of the Lessor with interest being paid to the Lessee. The Lessor shall accrue interest on said security deposit in six (6) month increments at a per annum rate equal to the Federal Reserve Board discount rate as of January 1 of each year during the term of this Lesser or such other rate required by law provided however that no interest shall be due and payable unless said security deposit has been held by the Lessor for a period exceeding thirteen (13) months after the date hereof

In the event that the Lessee shall fully and faithfully comply with all of the terms provisions covenants and conditions of this lease the security deposit or any balance thereof plus accrued interest if any shall be returned to the Lessee within thirty (30) days after the expiration of this lease and after the removal of the Lessee's mobile home and surrender of the Lot to the Lessor in good condition

- 3 POSSESSION The Lessor shall not be liable for fallure to deliver possession of the Lot at the time stipulated herein as the date of the commencement of the tenancy nor except as provided herein shall such failure excuse the Lessee's obligation hereunder unless the Lessor's failure to deliver possession is willful in which event Section 55-248 22 of the 1950 Code of Virginia as amended shall govern. Except in the event of delay by the Lessee the rent herein stipulated to be paid shall be abated for the period from the date of the commencement specified in this lease to the date possession is tendered to the Lessee.
- 4 RULES AND REGULATIONS The Lessee shall comply with the rules and regulations governing the Mobile Home Park a copy of said rules and regulations being attached hereto and made a part hereof and shall comply with such other reasonable rules and regulations and any reasonable alterations or changes which the Lessor shall or may adopt for the Mobile Home Park
- 5 UNLAWFUL USE DISTURBING NOISES ETC. The Lessee shall not engage in any unlawful or criminal activity. Including but not limited to drug related criminal activity nor permit any member of Lessee's household or any guest or other person under Lessee's control to do so on or near the Lot or in the Mobile Home Park while the Lessee is a resident in the Mobile Home Park. Drug related criminal activity shall mean the lillegal manufacture sale distribution or use of or possession with the intent to manufacture sell distribute or use a controlled substance. The Lessee shall not make or permit to be made any disturbing noises or do or permit any act which will unreasonably interfere with the rights comforts or conveniences of the other tenants.
- 6 OCCUPANTS Only those lenants registered at the manager's office may live in the Mobile Home Park. This Lease Agreement shall not be sublet or assigned. The taking in of roomers or tenants by the Lessee is prohibited. Prior to selling the mobile home. Lessee shall give Lessor written notice of the name of the prospective purchaser (if the prospective purchaser intends to keep the mobile home on the Lot). Lessor shall not unreasonably restrict the sale of the mobile home (see 55-248 47) however, any prospective purchaser who intends to keep the mobile home on the Lot must submit an application, which application must be approved by Lessor prior to occupancy.
- 7 LIABILITY OF LESSOR. All personal property including the mobile home placed on the Lot or on any part of the Mobile Home Park shall be at the sole risk of the Lessee and the Lessor shall in no event be liable for the loss destruction theft or removal of or damage to such property unless caused by Lessor's willful negligence. The Lessee agrees to keep the Lot and the mobile home free of any conditions that might represent a hazard to others. The Lessee also agrees to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.



# Case 1:16-cv-00563-PTG-WBP

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"an (10) days after receipt by the Lessee of the Lessor the Lessee shall pay to the Lessor w MILITIES Except as otherwise direct s for these utilities shall be deemed to be sewer and other utilities used upon the Lot CI meLessor's bill therefore all charges for additional rent. Bills for utilities shall be submitted by the Lessor to the Lessee on a monthly or other periodic basis as determined by the Lessor The Lessor's determination of amounts due by the Lessee for utilities shall be based on meter readings or other reasonable methods and such determination shall be conclusive and binding on the Lessee The Lessor may by written notice to the Lessee require the Lessee to pay charges for utilities directly to the supplier thereof

The Lessee acknowledges that utility services are available to the Lot and that they are in good working order. Unless caused by Lessor's willful negligence the Lessor shall not be liable for any damage injury or loss whatsoever which might arise or accrue from his providing failure to provide or the failure of utilities. Further the Lessee agrees to bear the cost of repairing any damage to the utility lines or connectors resulting from his misuse

- 9 HOLDING OVER Either Lessor or Lessee may terminate the Lease Agreement at the end of the Lease Term by giving the other party written notice of intent to terminate/vacate at least sixty (60) days prior to said termination date. Should the Lessee not give said notice and vacate the Leased Premises at the end of the Lease Term Lessee shall be liable for the payment of rent for two (2) months thereafter. Should the Lessee not give said notice and continue in possession of the Leased Premises after the end of the Lease Term the Lessee shall be deemed to be a tenant from month to month. In such event, all terms and conditions of this Lease shall continue in full force and effect, except rent, which Lesson may unilaterally adjust to the prevailing monthly fair rental value. It is also agreed that the tenancy can be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the month in which said party desires such termination. This thirty (30) day written notice can be given to the other party at any time without any reason for the notice being required
- 10 MILITARY TRANSFERS If Lessee is a member of the Armed Forces of the United States and Lessee receives permanent change of station orders or temporary duty orders (in excess of three [3] months duration) to depart thirty five (35) miles or more (radius) from the location of the Lot or is discharged or relieved from active duty with the Armed Forces of the United States or is ordered to report to government supplied quarters Lessee may terminate this Lease upon (a) giving written notice of termination to be effective on a date stated therein said date to be not less than thirty (30) days after Lessor's receipt of such notice (b) providing together with such written notice of termination a copy of the official orders (c) paying all rent and miscellaneous charges through the effective date of the termination and (d) paying Lessor the amount of (i) one (1) month's rent if the effective date of the termination is less than six (6) months after the beginning of the Lease Term or (ii) one-half (1/2) of one month's rent if such effective date is at least six (6) but less than twelve (12) months after the beginning of the Lease Term This paragraph shall not be construed to relieve Lessee from any liability under this Lease except the liability for rent for the unexpired portion of the Lease Term
- 11 ACTION BY LESSOR UPON DEFAULT Should the Lessee at any time during the continuance of his occupancy of the Lot fail to pay the monthly rental or other sums required hereunder. Including but not limited to charges for utilities or should the Lessee violate any one of the agreements terms or conditions of this lease or any of the rules or regulations of the Mobile Home Park two (2) times within a six (6) month period or should Lessee or any other person residing in the Lot be convicted of a drug related crime during the Lesse Term, then the Lessor shall have all rights and remedies of a landlord under applicable law including but not limited to the rights and remedies provided in VA Code Ann Section 55-248 31 and in addition the Lessor shall have the right to take possession of the Lot pursuant to a court order for possession and to remove the mobile home from the Lot and relet the Lot. In the event that the Lessor moves the Lessee's mobile home from the Lot pursuant to this paragraph the Lessee agrees to pay a reasonable removal and storage charge to the Lessor or the party removing and/or storing the mobile
- 12 LIEN FOR RENT AND OTHER SUMS The Lessor shall have a lien upon all of the personal property including the mobile home of the Lessee moved in and located upon the Lot as and for security for the rent and other sums including but not limited to charges for utilities herein provided to be paid and such installments of rent and other sums as shall remain unpaid to the amount and extent thereof shall become and are hereby made a specific lien upon such personal property as shall be upon the Lot to all intents and purposes as though the Lessee had executed a chattel deed of trust to secure the Lessor for the rent or other sums reserved and the Lessee shall not remove or attempt to remove any of the aforesaid personal property while there yet shall remain due and owing any portion of the rent or other sums reserved by this lease, and should the Lessee attempt to remove such property the Lessor is hereby empowered to distrain said property pursuant to Section 55-230 of the 1950 Code of Virginia as amended and to employ such other remedies as are authorized by law
- 13 ATTORNEY S FEE In the event that Lessor engages counsel as a result of Lessee's breach of this Lease Lessee agrees to pay Lessor's attorney's fees in the amount of \$100 00 or 25% of all rent due and owing at the time judgment is obtained whichever is greater
- 14 WAIVING OF ONE BREACH NOT A GENERAL WAIVER No walver of any breach of any covenant provision or condition contained in this lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof
- 15 SECURITY INTERESTS IN MOBILE HOME The name(s) and address(es) of any person or entity having a security interest in the mobile home is as follows

Name and address of dealer from whom mobile home purchased (if applicable)

Lessee shall notify Lessor within ten (10) days of any new security interest, change of existing security interest, or settlement of security interest

16 MANUFACTURED HOME LOT RENTAL ACT The terms of the Manufactured Home Lot Rental Act (Title 55 Chapter 13 3 1950 Code of Virginia as amended) attached hereto are incorporated by reference into this Lease Agreement. Any provision in the Lease Agreement which conflicts with said Act shall be superseded by the applicable provision of the Act A J DWOSKIN & ASSOCIATES INC

		M		hway Sulte 300 Inla 22031 1214	17
WITNESS	DATE	BY PROPERTY	MANAGER Yanagsa Jo	DATE	10
WITNESS XX	ULL BOATE !! IC	1204 A	Dallalas Madha	DATE HILLIAM	2
WITNESS WOOD	MO DO DATELLIN	LESSEE (T	renant) Herbert D Saravi	DATE	2
WITNESS	DATE	BY LESSEE (1	[enant]	DATE	-

Pls.' Ex. 44

# **UTILITY ADDENDUM**

This Utility Addendum ( Addendum*) shall become part of the Mobile Home Lease Agreement (the Lease ) dated the 1st day of February 2014 by and between Mario Medina and Herbert Saravia-Cruz ( Owner") by its agent A J Dwoskin & Associates Inc (collectively Lessor") and Mano

1	Payment a	t of Utilities and Billing Methods. Lessee will be responsible for payment of all utilities. including those as set forth below. Water/Sewer.							
		ı	Responsible Party  Lessor or	Charges for this service	s for the Lot will be paid	l for by			
				d payment shall be made					
		11				n <u>one</u> of the following methods			
			-	ly rate of \$ per m	onth				
			☐ Lessee's act						
				billing system (RUBS) -	louistina Leege e water/	sewer bill each Lot will be assigned an Occupant			
						pants for the Lessee s Lot as follows			
				Number of Occupants	Occupant Factor				
				1	10	7			
				2	16	1			
				3	19				
				+1	+03	]			
	b	Trash 	□ Lessor or ☑ Lessee and	Calculation Lessee's water and sewer bill will be calculated based upon the following nethodology  First all applicable water and sewer charges and costs are totaled for the billing period Property Utility Cost ()  Second a common area deduction in the amount of 5% is applied to the Total Property Cost (Adjusted Bill )  Third the Occupant Factor for each Lot be totaled for the billing period ("Total Occupant Factor")  Fourth the Adjusted Bill is divided by the Total Occupant Factor ( Amount per Occupant Fifth the Amount per Occupant is multiplied by the Number of Occupants of for Lessee the product of which becomes Lessee's water and sewer bill for the applicable period  Charges for this services for the Lot will be paid for by  payment shall be made directly to   Dessor  Third Party Utility Service Provides by Lessee charges for this utility will based upon Lessee's separate agreement with the Total Occupants of the Service Provider					
	C	Gas	Responsible Party	Charges for this service	es for the Lot will be pai	d for by			
		•	□ Lessor or						
			E Lessee and	d payment shall be made	directly to D Lessor	Third Party Utility Service Provider			
		11	Methodology If pa Party Utility Service		r this utility will based up	pon Lessee's separate agreement with the Third			
	d	Electrici	•						
		ı	☐ Lessor or	Charges for this service	·	•			
		(1	■ Lessee and Methodology If pa Party Utility Service		e directly to D Lessor I this utility will based up	Ea Third Party Utility Service Provider pon Lessee s separate agreement with the Third			
2	Addition	al Service	Charges Lessee is	also responsible for pay	ment of the following ad	Iditional service charges			
	а	Service	Fee	\$	/Month				
	b	Set Up f		\$	/One Time Fee				
	IMIE11	marine - Barri			[				

In addition. Lessee agrees to be responsible for any other additional fees, deposits, assessments or any other charges related to its use of utilities at the Community or as charged to the Community Lessor reserves the right to modify the amount of and or add any additional fees deposits assessments or any other utility related charges as authorized under the applicable law

Payment. Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lesse Payments for utility charges are du monthly Rent by the first day of the following mi lat the charges are calculated in the event that Lessee fails to pay any or all properties of utility charges and absolute discretion to apply any portion of Lessees monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessees failure to pay Rent

- Electronic Billing Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.
- Third Party Utility Service Providers & Billing Providers Lessee shall be solely responsible for obtaining services for all utilities for the Lot Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third party billing provider of its choosing for any utility used at the Community The Lessor reserves the right to change any third party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee

Placing Utility Account in Name of Lessee Lessee shall set up an account in the Lessee's name for each utility for which Lessee's responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee move in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lesse and shall entitle the Lessor to exercise all remedies available under the Lesse and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected—including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted. Lessee must use only battery-operated lighting.

MUTNICO	DATE	BUNETE Shoper 5 DATE 1-28-149
WITNESS	DATE	PARK MANAGER Victor Jiment Office Assistant
WITNESS	DATE	BY The Aleller DATE - VO 14
		LESSEE Herrand Medina
WITNESS	DATE	BYDATEDATEDATE

Pls.' Ex. 45

# **UTILITY ADDENDUM**

Document 466-2

This Utility Addendum ( Addendum') shall become part of the Mobile Home Lease Agreement (the Lease ) dated the 1St day of April 2014 by and between Felix Bolanos ("Owner") by its agent AJ Dwoskin & Associates Inc (collectively Lessor") and Felix Bolanos (collectively in the singular Lessee") of 4202 Stackler Drive Fairfax VA 22030 (Lot")

1	Paymen a	it of Utilitie Water/Se	s and Billing wer	Metho	ds Lessee wi	ll be resp	onsible for payment of all	utilities including those as set forth below
		1		e Party	Charges for t	his servic	es for the Lot will be paid	for by
			☐ Less	or or	•			•
		ıi	Methodolog  A fla	y If pa t month lees ac	id by Lessee of section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the section in the secti	charges for per n (RUBS) - ctor in c	nonth - alculating Lesse s water/s	Third Party Utility Service Provider     one of the following methods  sewer bill each Lot will be assigned an Occupant parts for the Lessee's Lot as follows
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					1		10	1
					2		16	-
					3		19	1
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	b	Trach I	•	e Party	Cost ( Ac Third the Factor') Fourth the Fifth the the produ	a commo ijusted Bi a Occupa ne Adjuste Amount act of white	on area deduction in the and it.)  Int Factor for each Lot be it.  Int Ball is divided by the Toper Occupant is multiplied.	mount of 5% is applied to the Total Property Utility totaled for the billing period ("Total Occupant otal Occupant Pactor ( Amount per Occupant") if by the Number of Occupants of for Lessee's Lot ter and sewer bill for the applicable period
		tf		see and y If pa	d by Lessee d		ie directly to 🛭 Lessor or this utility will based up	Third Party Utility Service Provider on Lessee's separate agreement with the Third
	c	Gas i	□ Less	or or	_		es for the Lot will be paid to directly to	I for by  Third Party Utility Service Provider
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	d		Responsible    Less   Less   Methodolog	or or see and ly Ifpai	I payment sha d by Lessee (	ll be mad	es for the Lot will be paid to directly to   Lessor or this utility will based up	I for by  El Third Party Utility Service Provider on Lessee's separate agreement with the Third
2	Addition	nal Service	Party Utility :			ole for pa	yment of the following add	ditional service charges
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	8	Service F				\$	/Month	
	b	Set Up Fe	<del>10</del>			\$	/One Time Fee	

06/17/99



# Case 1:16-cv-00563-PTG-WBP Document 466-2 Filed 04/10/24 Page 167 of 194 PageID# 10635

In addition Lessee agrees to be responded in the formulation of the Community of the Community Lessor reserves the right to need to the amount of and or add any additional fees deposits assessments or any other utility related charges as authorized under the applicable law

- Payment. Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lesse Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Lessee falls to pay any or all portion of utility charges on or before the due date. Lessor may: (i) apply a late fee as defined under the Lesse or applicable law and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lesse and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lesse or applicable law for Lessee's failure to pay Rent.
  - a Electronic Billing Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.
- Third Party Utility Service Providers & Billing Providers Lessee shall be solely responsible for obtaining services for all utilities for the Lot Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

Placing Utility Account in Name of Lessee Lessee shall set up an account in the Lessee's name for each utility for which Lessees responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee move-in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lesse, this Addendum shall control. Lessee must not allow utilities to be disconnected — including disconnection for not paying bills until the lesse term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted. Lessee must use only battery-operated lighting.

WITNESS	DATE	BY WILLES	25-14
WITNESS	DATE		tant - 25 19
WITNESS	DATE	LESSEE (Tenent) Felix Bolanos  BY DATE	

Pls.' Ex. 46



Real Estate Development & Management

### Lease Addendum Park Policies Rules and Regulations

This Lease Addendum is attached to and made a part of the lease A J Dwoskin & Associates (hereinafter referred to as Manager ) is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park

Residents and all occupants including children adults and guests must comply with all policies regarding use of the

Security Manager and Owner and their respective employees and agents (hereinafter referred to as Affiliates ) do not provide guarantee or warrant security. Each resident has the responsibility to protect him/herself spouse children or guests Manager and Affiliates do not represent the Park is safe from criminal activities by third parties Neighborhood Crime Watch signs if any do not imply safety or security Resident(s) should call 911 if a crime occurs or is suspected

The existence of any perceived security devices such as cameras or other systems are not a guarantee of your personal safety or security and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not ınfallıble

Manager reserves the right to reduce modify or eliminate any security system security devices or service (other than those statutorily required) at any time and without notice and such action shall not be a breach of any obligation or warranty on the part of the Manager

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information

Ice Manager has no duty to remove ice sleet or snow from any areas within the Park Resident is responsible for removing snow and ice on or around his vehicle and mobile homes and understands that snow will likely return around the vehicle following parking lot plowing

Construction Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident occupants and guests. Any blockades need to be observed and are in place for your benefit

Maintenance Emergency maintenance service is provided 24 hours a day by calling the Park Maintenance Hotline phone number Qualified maintenance personnel are on duty to handle most problems that may arise A maintenance emergency consists of

- No Water
- Criminal Activity
- Fire
- Fluod
- Leaking Water



JAYUARY 2014

COMMUNITY POLICIES AND RULES PAGE 1 of 6

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s)

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Parking of Mobile Homes If additional electrical service is required it must be installed at the homeowner or dealer s expense

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer s expense. The downs are also required and must be place in accordance with the manufacturer's standards and with State and/or County codes

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government The homeowner may not reside in the mobile home until all installation requirements are met Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file

Lots will be used only for the parking of a mobile home approved by the Management

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park Skirting, lattice or decorative blocks approved by Management, prior to installation must also be installed around the base of any outside deck and/or steps

One set of manufactured steps are required at the front and the back door of each mobile home

Parking of Vehicles Parking shall be permitted only in those areas or spaces designated by the Management Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park

Any unauthorized or improperly parked vehicles inoperable unlicensed without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk

All vehicles must have a Resident or Guest/Visitor parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit or if the permit is displayed improperly it will be towed at the vehicle owner's risk and expense

If a Resident purchases a new vehicle the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle

If a sticker is lost or not returned to the Leasing Office upon Move Out, a \$100 fee per sticker will be charged

All vehicles must have current State Tags. County Stickers and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws for example expired State inspection and local stickers and tags

Permits Issued A copy of a valid driver's license and a vehicle registration under the leaseholder's name is required for each permit issued. Upon move out or if the vehicle is sold the sticker/permit must be returned to the Leasing Office or a fee will be incurred

Types of Vehicle Allowed Recreational vehicles commercial vehicles travel trailers boats over 16 foot, buses panel vans wreckers dump trucks state body or flat bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations

Rental Payments All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month

In the event a check is returned for insufficient funds a bad check service charge of \$50.00 will be assessed against the Lessee Returned checks must be covered by cashier's check money order or certified check. After one returned check residents must pay by either cashier's check, money order or certified check. After six (6) months we will consider reinstatement of personal check privileges. We do not re deposit returned checks. We will not be responsible for postdated checks

Document 466-2

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Disturbance and Noises Loud noises and other disturbing acts, in or around the mobile home mobile home lot or common areas that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times Resident(s) should call the Park Office during business hours when a disturbance from other resident(s) or their guest(s) is occurring Resident(s) will be asked to file a written complaint with Management

Supervision of Children All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations Children must play in their own lots or the playground (Park specific) An adult must supervise children at all times Bicycle riding scooter riding roller blading or skateboarding is not permitted on the Park's streets Lottering or playing on the Park's streets is prohibited

Insurance Resident(s) agree not to use the Park or their home in any manner that will increase the risks of or rate of insurance or cause cancellation of any insurance policy covering the Park Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25 000 00

Lot Maintenance / Usage Mobile home lot must be kept neat and clean. Outside storage of boxes bottles can tools appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot Mobile home lot must be moved on a regular basis. Neglected yards will be moved and/or cleaned at the resident's expense 10 days after written notice has been served

Vehicle parking areas are considered a part of your lot and must be kept clean

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home

Major vehicle repair or oil changes are not permitted in the Park

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident

Lot Inspection / Maintenance All mobile home lots remain under the direct control of Management Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters inspecting, maintaining or making repairs alterations or additions to any portion of the lot

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size style design exterior number address maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement If a home or lot does not conform the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines legal action and possible eviction

Management reserves the right to access and enter the mobile homes of its residents upon a twenty four (24) hours written notice for the purpose of determining the number of residents in the mobile home and otherwise evaluating compliance with the terms of the Lease Agreement (See Lease Agreement Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year

Soliciting Solicitors canvassers vendors and peddlers etc are not permitted in the Park

Pets Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do no clean up after their pet(s). Pet privilege will be immediately revoked for non compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet

No Rottweilers Pit Bulls Malamutes St Bernards Great Danes Akitas American Bulldog Staffordshire Terriers Canary Dogs Doberman Pinschers Chow Chows (including mix with restricted breeds) or exotic animals (Tarantulas Piranhas, Reptiles - snakes iguanas Ferrets Skunks Raccoons Squirrels Rabbits Birds - parrots cockatiels macaws) will be permitted

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic 10 MPH and/or 15 MPH speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park Resident(s) will be held responsible for strict observance of the posted limits not only for themselves but also for their family members and guests

Fireworks Fireworks are strictly prohibited in the Mobile Home Park

General use of the Lot Lots will be used only for the parking of a mobile home approved by the Management

No improvements to your mobile home or lot, including and not limited to the decks awnings carports storage sheds and fencing will be allowed without prior written permission from the Management. Storage sheds awnings and skirting must be of a manufactured rust resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation

The only type of clothesline that will be permitted is the umbrella type to be placed at the rear of the mobile home lot

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth

Mail Services Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service

The Park Office will not accept any UPS Federal Express or special deliveries

Zero Tolerance Any arrestable offense will not be tolerated Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated Inappropriate behavior including but not limited to fighting, playing on fencing graffiti destruction of property or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager any activity of a suspicious nature on the part of the resident or any of the employees guests or family members of the resident in the leased premises or any areas adjoining the premises shall be cause for immediate termination of the lease

Zero tolerance offenses constitute a non remediable act. We may terminate the Lease Contract immediately by written notice to you

Sale of Mobile Home Resident(s) may sell their mobile home to whomever they choose If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions

- The seller(s) must be current in rent and water payments
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park

After permission is granted the following policies apply

The owner(s) may sell their own mobile home or employ a dealer broker or agent they choose to sell their mobile home Park employees will not assist resident(s) in selling mobile homes

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PageID# 10641

- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term

Management will supervise the moving of your mobile home in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s) Any damages to utilities services trees shrubbery and lot will be the sole responsibility of the resident(s)

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s)

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot

Liability The Management is not responsible for fire theft or damage to any mobile home vehicle or other personal property belonging to resident(s) or occupant(s) living therein nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park

Waiver A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies

Interpretation of Policies The Manager's interpretation of these rules and regulations and the Manager's decision based on them shall be final and conclusive All policies will be strictly enforced

Modification of Policies The Manager may from time to time amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices

# ACKNOWLEDGEMENT CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Polices and Rules and confirms the following

- The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings I have received no representations or warranties either expressed or implied regarding safety security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided promised or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency
- I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from hability for damage costs loss of personal property or injury to persons as a result of or arising out of or incidental to the installation operation non operation repair or replacement of security devices whether or not caused by the negligent act or omission of the Manager or Owner of this property
- I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss

I agree to assume full and complete responsibility for all risks and hazards attributable to connected with or in any way related to any construction now or hereafter occurring on the property

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

# Pls.' Ex. 47

Real Estate Development & Management

# Lease Addendum Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease. A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Bull Run Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may malfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Ice. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Pire
- ⊯r fflood
- Leaking Water

COMMUNITY POLICIES AND RULES, PAGE 1 of 6

R. R. Vas 9

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Planet Depos, LLC

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

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PageID# 10645

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Pooters must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be place in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a Resident or Guest/Visitor parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws; for example, expired State inspection and local stickers and tags.

Permits Issued. A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed. Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick-up trucks and standard vans are prohibited to be parked or stored in the Mobile Flome Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments. All rents and water bills are due on or before the 1st of each month. Rent is considered law after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. Personal checks for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient lands, a "bad check" service charge of \$50,00 will be assessed against the Lessee. Returned checks must be covered by eashier's check, money order or certified check. After one returned check, residents must pay by either cashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance. Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000,00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, can, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean.

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the let.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landford's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of foss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile home. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park

COMMUNITY POLICIES AND RULES, PAGE 3 of 6

Pets. Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do no clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

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PageID# 10647

No Rottweilers, Pit Bulls, Malamutes, St. Bernards, Great Danes. Akitas, American Bulldog Staffordshire Terriers, Canary Dogs, Doberman Pinschers, Chow-Chows (including mix with restricted breeds) or exotic animals (Tarantulas, Piranhas, Reptiles - snakes, iguanas, Ferrets, Skunks, Raccoons, Squirrels, Rabbits, Birds - parrots, cockatiels, macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M.P.H. and/or 15 M.P.H. speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits, not only for themselves, but also for their family members and guests.

Fireworks. Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot. Lots will be used only for the parking of a mobile home approved by the Management,

No improvements to your mobile home or lot, including and not limited to the decks, awnings, carports, storage sheds, and fencing will be allowed without prior written permission from the Management. Storage sheds, awnings, and skirting must be of a manufactured rust-resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type, to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services. Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS, Federal Express or special deliveries.

Zero Tolerance. Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threst of fire, explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager, any activity of a suspicious nature on the part of the resident, or any of the employees, guests or family members of the resident in the leased premises, or any areas adjoining the premises, shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non-remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home. Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The selfer(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home; awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches. tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

COMMUNITY POLICIES AND RULES, PAGE 4 of 6

Document 466-2 PageID# 10648

After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must
  complete an application and be approved by Management prior to taking occupancy/ownership of mobile
  home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park
  Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease
  Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

Modification of Policies. The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

# ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Polices and Rules and confirms the following:

- 1. The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
- 2. I acknowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
- 3 I understand that providing insurance on my personal property is my responsibility. Manager has not sated or implied to me that it will provide insurance or any coverage for any loss.

JANUARY, 2014

COMMUNITY POLICIES AND RULES, PAGE 5 of 6

4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to any construction now or hereafter occurring on the property.

8	Fred	1
Resident	( ) holan	Date
Resident	······································	Date
Resident	i	Date
Resident		Date
Resident		Date
Resident		Date

Management Representative Date

Pls.' Ex. 48

# UTILITY ADDENDUM

This Utility Addendum ("Addendum") shall become part of the Mobile Home Lease Agreement (the "Lease") dated the 1st day of April , 2015 by and between Felix Bolanos ("Owner"), by its agent A.J. Dwoskin & Associates, Inc. (collectively "Lessor") and Felix Bolanos (collectively in the singular "Lessee") of 4227 Stackler Drive Fairfax, VA 22030 ("Lot").

•		ŕ				
4.	Paymen a.	t of Utilitie Water/S		hods: Lessee will be respor	nsible for payment of all	utilities, including those as set forth below:
		i.	Responsible Par	ty: Charges for this service:	s for the Lot will be paid	for by:
		ii.	Methodology: If p	and payment shall be made	this utility will based or	☐ Third Party Utility Service Provider.  one of the following methods
				lity billing system (RUBS) -		
			1.	Occupant Factor: In cal		sewer bill, each Lot will be assigned an Occupant pants for the Lessee's Lot as follows:
				Number of Occupants	Occupant Factor	
				1	1.0	
				2	1.6	
				3	1.9	
				+1	+0.3	
	b.		Lessor; c     Lessee,	Property Utility Cost Second, a common Cost ("Adjusted Bill" Third, the Occupant Factor") Fourth, the Adjusted Fifth, the Amount pe the product of which ty: Charges for this services and payment shall be made paid by Lessee, charges for	area deduction in the a "). Factor for each Lot be Bill is divided by the T or Occupant is multiplied becomes Lessee's wa or for the Lot will be paid	·
	<ul> <li>c. Gas.         <ol> <li>i. Responsible Party: Charges for this services for the Lot will be paid for by:</li></ol></li></ul>					
	d _{v:}	Electrici	ty,	oo i royidgi,		
		i.	Responsible Par  Lessor; o	and payment shall be made paid by Lessee, charges for	directly to: Lessor	•
2.	Addition	nal Servic	e Charges: Lessee	is also responsible for payr	ment of the following ad	ditional service charges
	a. b.	Service Set-Up F		<u>\$</u> \$	/Month /One Time Fee	

In addition, Lessee agrees to be responsible for any other additional fees, deposits, assessments or any other charges related to its use of utilities at the Community or as charged to the Community. Lessor reserves the right to modify the amount of and or add any additional fees, deposits, assessments or any other utility related charges as authorized under the applicable law.

Filed 04/10/24

- Payment. Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum, Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lease. Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event that Lessee fails to pay any or all portion of utility charges on or before the due date, Lessor may, (i) apply a late fee as defined under the Lease or applicable law; and (ii) in its sole and absolute discretion to apply any portion of Lessee's monthly Rent payment towards the balance owed by Lessee for utility charges and leave Lessee delinquent in monthly Rent and accruing late fees as stated in the Lease and or pursue any rights or remedies Lessor would otherwise be entitled to pursue under the Lease or applicable law for Lessee's failure to pay Rent.
  - a. Electronic Billing: Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email, the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.
- 4. Third Party Utility Service Providers & Billing Providers: Lessee shall be solely responsible for obtaining services for all utilities for the Lot. Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility. Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.
  - Lessor reserves the right to select and retain the services of a third-party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third-party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.
- 5. Placing Utility Account in Name of Lessee. Lessee shall set up an account in the Lessee's name for each utility for which Lessees responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee' move-in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous. Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Lessee must use only battery-operated lighting

WITNESS:	DATE	BY: THE STEP NOW	DATE
		PARK MANAGER, Josephine Giambrico	-750/5
WITNESS:	_DATE	BY:	DATE
		LESSEE (Tenant) Felix Bolanos	
WITNESS	DATE	BY:	DATE
		LESSEE (Tenant)	

Pls.' Ex. 49

### **UTILITY ADDENDUM**

This Utility Addendum ( Addendum ) shall become part of the Mobile Home Lease Agreement (the Lease ) dated the 1st day of February 2014 by and between Esteban Moya (Owner) by its agent A J Dwoskin & Associates Inc (collectively Lessor) and Esteban Moya (collectively in the singular Lessee) of 11259 Mobile Drive Manassas VA 20111 (Lot)

	а	Water/Se	ewer			
		ı	Responsible Part	y Charges for this service	es for the Lot will be paid f	or by
			🗷 Lessee a	nd payment shall be made	•	☐ Third Party Utility Service Provider
		11	•••	aid by Lessee charges fo thly rate of \$ per m	•	one of the following methods
			☐ Lessee's a		Ontil	
				y billing system (RUBS) -		
			1			wer bill each Lot will be assigned an Occupant ints for the Lessee's Lot as follows
				Number of	Occupant Factor	
				Occupants	10	
				1	16	
				2 3	1 9	
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				No.		
			2	Calculation Lessee's w methodology	vater and sewer bill will be	calculated based upon the following
					water and sewer charges	and costs are totaled for the billing period ( Total
				Property Utility Cos	<del>-</del>	• .
						nount of 5% is applied to the Total Property Utility
				<ul> <li>Cost ( Adjusted Bill</li> <li>Third the Occupan</li> </ul>	•	otaled for the billing period ( Total Occupant
				Factor")		yana in the simily period ( rotal coorporate
				•	•	tal Occupant Factor ( Amount per Occupant )
						by the Number of Occupants of for Lessee's Lot er and sewer bill for the applicable period
	b	Trash				
		1	Responsible Part	y Charges for this service	es for the Lot will be paid	for by
				nd payment shall be made		☐ Third Party Utility Service Provider
		11			r this utility will based upo	n Lessee's separate agreement with the Third
	с	Gas	Party Utility Service	e Piovidei		
	ŭ	1	Responsible Part	y Charges for this service	es for the Lot will be paid	for by
			E Lessee a	nd payment shall be made		Third Party Utility Service Provider
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	a	Electrici	Party Utility Service	e Provider		
	d	Electrici		y Charges for this service	es for the Lot will be paid	for by
			☐ Lessor or	, <b>g</b>	,	•
			☑ Lessee a	nd payment shall be made	e directly to   Lessor	Third Party Utility Service Provider
		H	Methodology if p Party Utility Service		or this utility will based upo	n Lessee's separate agreement with the Third
2	Addition	al Service	Charges Lessee	is also responsible for pay	ment of the following add	itional service charges
	а	Service	 Fee	<u> </u>	/Month.	
	b	Set Up F		\$	/Month /One Time Fee	
	(MIE1)				,	
	in additio	n Lessee	agrees to be respo	onsible for any other additi	ional tees, deposits, asse	ssments or any other charges related to its use of

Payment Charges for usage of all utilities are considered rent as defined by the applicable law. Unless otherwise stated in this Addendum Lessee must pay all utility charges to the Lessor in the same form and fashion in which Rent is required to be made pursuant to the Lesse Payments for utility charges are due with monthly Rent, by the first day of the following month that the charges are calculated. In the event

that Lessee fails to be any order of 194 that Lessee fails to be any order of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the

- Electronic Billing Lessee agrees that utility charges may be billed and delivered in an electronic format. Lessee further agrees that Lessor may deliver electronic bills via email the internet or by any method as determined by Owner. Lessee may opt out of electronic billing and may receive utility bills in paper form.
- Third Party Utility Service Providers & Billing Providers Lessee shall be solely responsible for obtaining services for all utilities for the Lot Lessee must pay any third party utility service provider directly for usage and charges relating to the applicable utility Payment is due immediately upon issuance. The utility service provider may prepare and deliver utility bills in an electronic format as defined in the above paragraph.

Lessor reserves the right to select and retain the services of a third party billing provider of its choosing for any utility used at the Community. The Lessor reserves the right to change any third party billing service provider at its sole and absolute discretion upon thirty (30) days written notice to the Lessee.

Placing Utility Account in Name of Lessee Lessee shall set up an account in the Lessee's name for each utility for which Lessees responsible for payment through any third party. Lessee shall set up such an account prior to taking possession of the Lot. Lessee shall ensure the account start date corresponds with Lessee move in date. Lessee's failure to place the utility account for the Lot in Lessee's name is a material and substantial breach of the Lease and shall entitle the Lessor to exercise all remedies available under the Lease and applicable law. Lessee agrees to pay and indemnify Lessor for any and all utility payments made by Lessor on behalf of the Lessee.

Miscellaneous Lessee acknowledges that Lessor reserves the right upon sixty (60) days written notice to begin billing Lessee for utilities not checked above or to change billing to a new method at the Owner's sole and absolute discretion. In the event of any conflict between the provisions of this Addendum and any provision of the Lease, this Addendum shall control. Lessee must not allow utilities to be disconnected – including disconnection for not paying bills until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted. Lessee must use only battery operated lighting.

WITNESS	DATE		DATE 1-16-14
WITNESS	DATE		ce Assistant DATE 01-/6-/4
WITNESS	DATE	LESCEE (Tenant) Esteban Moya BY	DATE
		LESSEE (Tenant)	

Pls.' Ex. 50



Real Estate Development & Management

#### Lease Addendum Park Policies, Rules and Regulations

This Lease Addendum is attached to and made a part of the lease, A.J. Dwoskin & Associates (hereinafter referred to as "Manager") is acting pursuant to express written authority by the Owner of Waples Mobile Homes Park.

Residents and all occupants, including children, adults and guests, must comply with all policies regarding use of the Park.

Security. Manager and Owner and their respective employees and agents (hereinafter referred to as "Affiliates") do not provide, guarantee, or warrant security. Each resident has the responsibility to protect him/herself, spouse, children or guests. Manager and Affiliates do not represent the Park is safe from criminal activities by third parties. "Neighborhood Crime Watch" signs, if any, do not imply safety or security. Resident(s) should call 911 if a crime occurs or is suspected.

The existence of any perceived security devices such as cameras, or other systems are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. No representation is being made that they will be effective to prevent injury, theft or vandalism. Manager's representatives cannot physically be every place at every moment of the day or night. Manager assumes no duties of security. Manager reserves the right to cancel or reduce any security-related mechanism without notice. Any mechanical/electronic devices must not be relied upon by resident(s) as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any systems designed to deter crime. Under all circumstances, residents should assume that electronic and mechanical systems may mulfunction and that persons responsible for them are not infallible.

Manager reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the Manager.

The Manager and Affiliates do not promise or warrant that Manager will be aware of crime that happens in the area or even on the property. Manager will try to notify the residents when Manager becomes aware of a serious crime on the property via written notice attached to resident's front door.

If you would like to obtain information regarding the specific crime statistics for this geographical area, the local police station will be able to provide you with that information.

Icc. Manager has no duty to remove ice, sleet, or snow from any areas within the Park. Resident is responsible for removing snow and ice on or around his vehicle and mobile homes, and understands that snow will likely return around the vehicle following parking lot plowing.

Construction. Your Park may be under construction. You need to observe all warning signs and stay out of the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment for use by authorized personnel only and entry into these areas is strictly prohibited to resident, occupants, and guests. Any blockades need to be observed and are in place for your benefit.

Maintenance Emergency maintenance service is provided 24-hours a day by calling the Park Maintenance Hotline phone number. Qualified maintenance personnel are on duty to handle most problems that may arise. A maintenance emergency consists of:

- No Water
- Criminal Activity
- Fire
- Flood
- Leaking Water

Planet Depos, LLO

January, 2014

COMMUNITY POLICIES AND RULES, PAGE 1 of 6

- Potential Fire Hazard
- Property Damage (Significant)
- Smell of Gas
- Storm Damage

Occupants and Guests. No person other than those listed on the Lease and/or Mobile Home Park Application for Leaseholder will be allowed to establish residency in the Mobile Home Park for a period of more than one week per visit without prior written consent of Management. The resident(s) will be responsible and liable for the acts of their guests. Acts of guests in violation of the Lease or these Rules and Regulations, may be deemed by Management to be a breach by resident(s).

Parking of Mobile Homes. If additional electrical service is required, it must be installed at the homeowner or dealer's expense.

Footers must be dug and installed in accordance with State and/or County requirements at the homeowner or dealer's expense. Tie-downs are also required and must be place in accordance with the manufacturer's standards and with State and/or County codes.

It is the homeowner's responsibility to obtain or make arrangements to obtain all permits required by government authorities. The homeowner may not reside in the mobile home until all installation requirements are met. Management reserves the right to copy all permits and/or approvals for retention in the homeowner's file.

Lots will be used only for the parking of a mobile home approved by the Management.

Manufactured skirting is required on every mobile home. Skirting must be installed within 30 days after moving into the Park. Skirting, lattice, or decorative blocks approved by Management, prior to installation, must also be installed around the base of any outside deck and/or steps.

One set of manufactured steps are required at the front and the back door of each mobile home.

Parking of Vehicles. Parking shall be permitted only in those areas or spaces designated by the Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on resident(s) lot or common areas of the Park.

Any unauthorized or improperly parked vehicles, inoperable, unlicensed, without current inspection stickers or without a properly displayed Resident or guest parking permit may be towed away without notice at the vehicle owner's expense and risk.

All vehicles must have a Resident or Guest/Visitor parking permit displayed at all times in the windshield. Hanging passes must be displayed on the rear view mirror.

Permits must also be displayed on borrowed and/or rented vehicles and guests vehicles. If a vehicle is parked on the premises without an approved parking permit, or if the permit is displayed improperly, it will be towed at the vehicle owner's risk and expense.

If a Resident purchases a new vehicle, the old Permanent Resident Sticker from the original vehicle must be brought into the Leasing Office with the information for the new vehicle.

If a sticker is lost or not returned to the Leasing Office upon Move-Out, a \$100 fee per sticker will be charged.

All vehicles must have current State Tags, County Stickers, and Inspection Stickers. Local police departments have the authority to enter the property and issue tickets for violations of local and state motor vehicle laws; for example, expired State inspection and local stickers and tags.

**Permits Issued.** A copy of a valid driver's license and a vehicle registration, under the leaseholder's name, is required for each permit issued. Upon move-out or if the vehicle is sold, the sticker/permit must be returned to the Leasing Office or a fee will be incurred.

Types of Vehicle Allowed. Recreational vehicles, commercial vehicles, travel trailers, boats over 16 foot, buses, panel vans, wreckers, dump trucks, state body or flat-bed trucks and all other vehicles larger than pick—up trucks and standard vans are prohibited to be parked or stored in the Mobile Home Park. The storage of equipment, and/or the placement of commercial signs or advertisement are not permitted. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations.

Rental Payments. All rents and water bills are due on or before the 1st of each month. Rent is considered late after the first of the month. If rent and/or water is received after the 5th day of the month a late fee of \$50.00. <u>Personal checks</u> for late rent will not be accepted after the 5th of the month.

In the event a check is returned for insufficient funds, a "bad check" service charge of \$50.00 will be assessed against the Lessee. Returned checks must be covered by cashier's check, money order or certified check. After one returned check, residents must pay by either eashier's check, money order or certified check. After six (6) months, we will consider reinstatement of personal check privileges. We do not re-deposit returned checks. We will not be responsible for postdated checks.

Disturbance and Noises. Loud noises and other disturbing acts, in or around the mobile home, mobile home lot or common areas, that interfere with the rights comforts or convenience of other residents and/or their guests are prohibited at all times. Resident(s) should call the Park Office, during business hours, when a disturbance from other resident(s) or their guest(s) is occurring. Resident(s) will be asked to file a written complaint with Management.

Supervision of Children. All parent(s) are responsible to see that their children abide by the Park House Rules and Regulations. Children must play in their own lots or the playground (Park specific). An adult must supervise children at all times. Bicycle riding, scooter riding, roller blading or skateboarding is not permitted on the Park's streets. Loitering or playing on the Park's streets is prohibited.

Insurance. Resident(s) agree not to use the Park or their home in any manner that will increase the risks of, or rate of insurance, or cause cancellation of any insurance policy covering the Park. Resident(s) are required to obtain an insurance policy including liability and property damage coverage with a combined single occurrence liability limit of not less than \$25,000.00.

Lot Maintenance / Usage. Mobile home lot must be kept neat and clean. Outside storage of boxes, bottles, can, tools, appliances and other unsightly debris is not permitted. Fireplace wood can be stored if piled neatly to the rear of the lot. Mobile home lot must be mowed on a regular basis. Neglected yards will be mowed and/or cleaned at the resident's expense 10 days after written notice has been served.

Vehicle parking areas are considered a part of your lot and must be kept clean,

Resident(s) must consult Management prior to planting or doing any excavation. All planting becomes the property of the Park.

Only standard outdoor furniture (not overstuffed or traditional indoor furniture) may be placed on decks or outside the mobile home.

Major vehicle repair or oil changes are not permitted in the Park.

Resident(s) must install and maintain a heat tape on the water lines and meter assembly to protect them from freezing during the winter months. Any damage to water lines or meter assembly will be billed to resident.

Lot Inspection / Maintenance. All mobile home lots remain under the direct control of Management. Residents shall permit Management or its agents to enter the lot at all reasonable times for the purpose of reading meters, inspecting, maintaining or making repairs, alterations or additions to any portion of the lot.

As deemed necessary by Management, all external portions of the mobile home and lots in the Park will be inspected as to their size, style, design, exterior number address, maintenance and condition to determine whether they conform to the standards and regulations outlined in these Rules & Regulations and the Mobile Home Lease Agreement. If a home or lot does not conform, the resident(s) will be given written notice to bring the mobile home or lot into compliance within 30 days. If the resident(s) does not conform within the required period, they would be subject to fines, legal action and possible eviction.

Management reserves the right to access and enter the mobile homes of its residents, upon a twenty-four (24) hours written notice, for the purpose of determining the number of residents in the mobile home, and otherwise evaluating compliance with the terms of the Lease Agreement. (See Lease Agreement, Paragraph 6)

Except for loss or damages caused by Landlord's gross negligence or willful misconduct, the resident(s) shall be solely responsible for and assume all risk of loss or damages to the mobile home and all property placed in or around the mobile home.

All resident(s) must show proof of property and liability insurance coverage for their mobile heme. Resident(s) will be required to show Management an updated certificate of insurance each year.

Soliciting. Solicitors, canvassers, vendors and peddlers etc. are not permitted in the Park.

COMMUNELY POLICIES AND RULES. PAGE 3 of 6

Pets. Pets are not permitted on the premises until approved by management. A pet agreement must be executed and all applicable deposits and fees paid. Pets must be on a leash at all times when outdoors. Residents are to clean up after their pets. There will be a \$25.00 charge per incident to those who do no clean up after their pet(s). Pet privilege will be immediately revoked for non-compliance. Exotic animals and some dog breeds are restricted. No more than two (2) pets are permitted and each pet must weight no more than one hundred (100) pounds at maturity. Monthly pet rent is \$20/per pet.

No Rottweilers, Pit Bulls, Malamutes, St. Bernards, Great Danes, Akitas, American Bulldog Staffordshire Terriers, Canary Dogs, Doberman Pinschers, Chow-Chows (including mix with restricted breeds) or exotic animals (Tarantulas, Piranhas, Reptiles – snakes, iguanas, Ferrets, Skunks, Raccoons, Squirrels, Rabbits, Birds – parrots, cockatiels, macaws) will be permitted.

Speed Limit. Our roadways must accommodate vehicles and pedestrian traffic. 10 M.P.H. and/or 15 M.P.H. speed limits (Park specific) have been posted. Speeds beyond the posted limited have been proven to be dangerous in the Mobile Home Park. Resident(s) will be held responsible for strict observance of the posted limits, not only for themselves, but also for their family members and guests.

Fireworks. Fireworks are strictly prohibited in the Mobile Home Park.

General use of the Lot. Lots will be used only for the parking of a mobile home approved by the Management.

No improvements to your mobile home or lot, including and not limited to the decks, awnings, carports, storage sheds, and fencing will be allowed without prior written permission from the Management. Storage sheds, awnings, and skirting must be of a manufactured rust-resistant variety and be approved by the Management in writing prior to installation. Storage sheds must be of manufactured type, not to exceed 100 square feet (10 X 10) in floor area and not higher than 8 feet in height complete with doors. Only one storage shed per lot is permitted. Fencing shall not exceed four (4) feet in height and must be approved by Management prior to installation.

The only type of clothesline that will be permitted is the umbrella type, to be placed at the rear of the mobile home lot.

Children's pools are allowed provided they do not exceed six (6) feet in diameter and two (2) feet in depth.

Mail Services. Mail is delivered to common area mail boxes or individual mobile home mail boxes depending on US Postal Service.

The Park Office will not accept any UPS, Federal Express or special deliveries.

Zero Tolerance. Any arrestable offense will not be tolerated. Fighting of any kind including intentionally or recklessly causing physical harm to any person is an arrestable offense and will not be tolerated. Intentionally or recklessly placing any person under mental duress or causing any person to be in fear of physical danger will not be tolerated. Criminal sexual behavior and public sexual acts will not be tolerated. Unauthorized use or possession of any weapon (licensed or otherwise) will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Intentionally initiating or causing to be initiated any false alarm or report, warning or threat of fire, explosion or other emergency will not be tolerated. Disposing of trash anywhere other than designated areas will not be tolerated. Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use of Park property for other than designed use will not be tolerated. Open containers of alcohol are illegal. In the opinion of the Manager, any activity of a suspicious nature on the part of the resident, or any of the employees, guests or family members of the resident in the leased premises, or any areas adjoining the premises, shall be cause for immediate termination of the lease.

Zero tolerance offenses constitute a non-remediable act. We may terminate the Lease Contract immediately by written notice to you.

Sale of Mobile Home. Resident(s) may sell their mobile home to whomever they choose. If the mobile home is to remain in the Park, Management reserves the right to grant permission on the following conditions:

- The seller(s) must be current in rent and water payments.
- Only mobile homes in good exterior appearance and conditions will be considered to remain in the Park.
- Mobile homes must have manufactured mobile home skirting installed around the entire base of their mobile home; awnings and storage buildings/sheds must be in good repair. All mobile homes must have hitches, tires and axles so the mobile home may be transported on the public roads before permission will be given to sell a mobile home and remain in the Park.

After permission is granted, the following policies apply:

- The owner(s) may sell their own mobile home or employ a dealer, broker or agent they choose to sell their mobile home. Park employees will not assist resident(s) in selling mobile homes.
- The Management must approve all signs advertising the sale of a mobile home. Signs are to be placed in the street side window of the home.
- The seller(s) must inform all prospective buyer(s) who wish to continue residency in the Park that they must complete an application and be approved by Management prior to taking occupancy/ownership of mobile home. The seller(s) is legally responsible for all lease conditions of the Lease and the Mobile Home Park Rules and Regulations until the buyer(s) is approved by Management and signs a Mobile Home Lease Agreement.

Failure to comply with the above stated conditions may result in legal action being taken to remove the mobile home from the Park.

Terminating / Mobile Homes Removal. Resident(s) contemplating moving must notify the Management in writing sixty (60) day prior to the end of their lease term.

Management will supervise the moving of your mobile home, in order that all utilities may be properly disconnected to avoid damage our utilities services and mobile home. However, the removal of the mobile home is at the cost and risk of the resident(s). Any damages to utilities services, trees, shrubbery and lot will be the sole responsibility of the resident(s).

The lot must be left clean. If the lot is not left in good condition, charges will be assessed against security deposit and/or any remaining monies above and beyond the security will be the responsibility of the resident(s).

The security deposit will be refunded within 45 days from the vacate date provided that no charges have been assessed against resident. A forwarding address must be submitted in writing to the Park Office prior to vacating the lot.

Liability. The Management is not responsible for fire, theft or damage to any mobile home, vehicle or other personal property belonging to resident(s) or occupant(s) living therein, nor will the Park be liable for any personal injuries to any persons occupying such mobile or being upon the premises of the Park.

Waiver. A failure by the Manager to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the Manager may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies.

Interpretation of Policies. The Manager's interpretation of these rules and regulations, and the Manager's decision based on them, shall be final and conclusive. All policies will be strictly enforced.

Modification of Policies. The Manager may, from time to time, amend or change any of the Park policies applicable to the standard of conduct to be exercised in the Park by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

#### ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledges responsibility in accordance with the terms and conditions of these Polices and Rules and confirms the following:

- The Manager and Owner and their respective employees or agents are not responsible for my personal safety or that of my belongings. I have received no representations, or warranties, either expressed or implied, regarding safety, security or security systems. Manager has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.
- Eachtowledge that the Manager and Owner and their respective employees and agents are not responsible for and I hereby release Manager and Owner and their respective employees and agents from liability for damage, costs, loss of personal property, or injury to persons as a result of, or arising out of or incidental to the installation, operation, non-operation, repair or replacement of security devices, whether or not caused by the negligent act or omission of the Manager or Owner of this property.
- I understand that providing insurance on my personal property is my responsibility. Manager has not stated or implied to me that it will provide insurance or any coverage for any loss.

JANUARY, 2014

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4. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with or in any

way related to any construction now or hereafter occurring on the property.

Date

Date

Residén Residént	Date	Management Representative Date 15
Resident	Date	
Resident	Date	

Resident

Resident